



**FULLY EXECUTED - CHANGE 7**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 09/01/2023  
Valid From: 07/13/2017 To: 04/12/2024

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 570-762-2366  
Supplier Fax Number: 844-877-9332

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 7**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 09/01/2023  
Valid From: 07/13/2017 To: 04/12/2024

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

2/9/2022 DGS reserved the right to extend this contract for 3 months at this time

Responsible DGS Commodity Specialist:

Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

**NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.**

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 6**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 03/06/2023  
Valid From: 07/13/2017 To: 10/12/2023

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 570-762-2366  
Supplier Fax Number: 844-877-9332

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 6**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 03/06/2023  
Valid From: 07/13/2017 To: 10/12/2023

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

2/9/2022 DGS reserved the right to extend this contract for 3 months at this time

Responsible DGS Commodity Specialist:

Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

**NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.**

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 5**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 08/02/2022  
Valid From: 07/13/2017 To: 04/12/2023

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 570-762-2366  
Supplier Fax Number: 844-877-9332

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 5**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 08/02/2022  
Valid From: 07/13/2017 To: 04/12/2023

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

2/9/2022 DGS reserved the right to extend this contract for 3 months at this time

Responsible DGS Commodity Specialist:

Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

**NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.**

No further information for this Contract

**Information:**

**AMENDMENT NUMBER 1**  
**TO**  
**CONTRACT NO. 4400017357**

This Amendment No. 1 to Contract No. 4400017357 (the Contract) is by and between **Enterprise Holdings, Inc., Penrac LLC dba Enterprise Rent A Car** and the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”).

**WHEREAS**, the Contractor and DGS entered into a Contract, identified as SRM No. 4400017357 for the provision of Vehicle Rental Services beginning with contract execution and ending 10/12/2022.

**WHEREAS**, the Commonwealth has exercised all of its renewal options under the contract.

**WHEREAS**, the Commonwealth and Contractor desire to amend the Contract by extending the term of the contract for six (6) months, ending 4/12/2023, or until the new Contract becomes fully effective.

**NOW THEREFORE**, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. **The term of the Contract is extended six (6) months, ending 4/12/2023, or until the new Contract becomes fully executed.**
2. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence.
3. Except as amended by this Amendment Number 1, all other terms and conditions of the Contract shall remain as originally written.

**IN WITNESS WHEREOF**, the parties hereto have signed this Amendment No. 1 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions.

**WITNESS:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

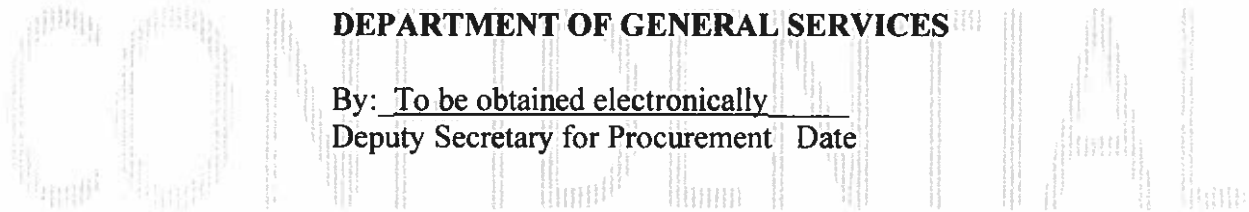
*[Handwritten Signature]*  
Signature

\_\_\_\_\_  
Printed Name/Date

Greg Caudill / GM / 7/22/22  
Printed Name/Title/Date

\_\_\_\_\_  
Federal Identification Number

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**



By: To be obtained electronically  
Deputy Secretary for Procurement Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically  
Office of Chief Counsel Date

To be obtained electronically  
Office of General Counsel Date

To be obtained electronically  
Office of Attorney General Date

**APPROVED:**

To be obtained electronically  
Comptroller Date





## CRP CHECK CERTIFICATION FORM

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**Search Id:** aa8c23dd-6ea0-4e84-b996-7d4f074d6c3c  
**Contractor TIN :** XXXXX4835  
**Contractor Name :** ENTERPRISE HOLDINGS INC  
**User Performing Check :** Ivega  
**Result:** This CRP search has found no obligations  
Suspensions / Debarments / Performance Issues / SAMS  
Debarments.

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### **CONTRACTOR RESPONSIBILITY CERTIFICATION**

I, the undersigned individual, hereby certify by execution of this CRP Search the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*. In addition, I certify that the contractor is compliant with applicable Pennsylvania state labor and workforce safety laws, as identified in Executive Order 2021-06, Worker Protection and Investment.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c the contractor is compliant with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws.

LISA VEGA

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Authorizing Signature

8/2/2022 1:49:31 PM

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Generated Date



## WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM


A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

### CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i> 	<i>Date</i> 7/22/22
<i>Name (Printed)</i> Greg Lavoli	
<i>Title of Certifying Official (Printed)</i> General Manager	
<i>Contractor/Grantee Name (Printed)</i>	



**FULLY EXECUTED - CHANGE 5**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 02/09/2022  
Valid From: 07/13/2017 To: 10/12/2022

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 7179095006  
Supplier Fax Number: 815-301-6650

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 5**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 02/09/2022  
Valid From: 07/13/2017 To: 10/12/2022

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

2/9/2022 DGS reserved the right to extend this contract for 3 months at this time

Responsible DGS Commodity Specialist:

Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

**NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.**

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 4**

Contract Number: 4400017357

Original Contract Effective Date: 07/10/2017

Contract Change Date: 01/27/2021

Valid From: 07/13/2017 To: 07/13/2022

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa

Phone: 717-346-4290

Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**

ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

Supplier Phone Number: 7179095006

Supplier Fax Number: 815-301-6650

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

Vehicle Rental Services

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 4**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 01/27/2021  
Valid From: 07/13/2017 To: 07/13/2022

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

Responsible DGS Commodity Specialist:  
Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 3**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 01/22/2020  
Valid From: 07/13/2017 To: 07/13/2021

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

Your SAP Vendor Number with us: 362289

**Supplier Name/Address:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 7179095006  
Supplier Fax Number: 815-301-6650

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Rental Services	1.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 3**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 01/22/2020  
Valid From: 07/13/2017 To: 07/13/2021

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

Responsible DGS Commodity Specialist:  
Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.

No further information for this Contract

**Information:**





**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 07/18/2019  
Valid From: 07/13/2017 To: 07/13/2020

All using Agencies of the Commonwealth, Participating Political  
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Your SAP Vendor Number with us: 362289

**Purchasing Agent**

Name: Vega Lisa  
Phone: 717-346-4290  
Fax: 717 346-3820

**Supplier Name/Address:**  
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PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
Harrisburg PA 17110-9362 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 7179095006  
Supplier Fax Number: 815-301-6650

**Contract Name:**  
Vehicle Rental Services

**Payment Terms**  
NET 30

Solicitation No.: Issuance Date:  
Supplier Bid or Proposal No. (if applicable): Solicitation Submission Date:

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**General Requirements for all Items:**

**Header Text**

Responsible DGS Commodity Specialist:  
Lisa Vega  
Telephone: (717) 346-4290  
E-mail: lvega@pa.gov

The day-to-day operations of this Contract will be managed by the Department of General Services, Bureau of Vehicle Management (BVM).

NO PURCHASE ORDERS WILL BE ISSUED AGAINST THIS CONTRACT.

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED - CHANGE 2**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 07/18/2019  
Valid From: 07/13/2017 To: 07/13/2020

**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**  
Contract Number: 4400017357  
Original Contract Effective Date: 07/10/2017  
Contract Change Date: 03/04/2019  
Valid From: 07/13/2017 To: 07/13/2020

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Name: Robinson Alfonzo  
Phone: 717-346-8181  
Fax: 717-783-6241

Your SAP Vendor Number with us: 362289

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PENRAC LLC DBA ENTERPRISE RENT A CAR  
2625 Market PI  
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Vehicle Rental Services

**Payment Terms**  
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Title \_\_\_\_\_  
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Contract Change Date: 03/04/2019  
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**Supplier Name:**  
ENTERPRISE HOLDINGS INC  
PENRAC LLC DBA ENTERPRISE RENT A CAR

**Header Text**

Responsible DGS Commodity Specialist:  
Alfonzo J. Robinson  
Telephone: (717) 346-8181  
E-mail: arobinson@pa.gov

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PENRAC LLC DBA ENTERPRISE RENT A CAR

No further information for this Contract

**Information:**

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**TO**  
**CONTRACT NO. 4400017357**

This Amendment No. 2 to Contract No. **4400017357** (the Contract) is by and between **Enterprise Holdings, Inc., Penrac LLC dba Enterprise Rent A Car** (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”).

**WHEREAS**, the Contractor and DGS entered into the Contract, identified as SRM No. **4400017357** for the provision of Vehicle Rental Services beginning with contract execution and ending 4/12/2023 **WHEREAS**, the Commonwealth has exercised all of its renewal options under the contract.

**WHEREAS**, the Commonwealth and Contractor desire to amend the Contract by extending the term of the contract for six (6) months, ending 10/12/2023, or until the new Contract becomes fully effective.

**NOW THEREFORE**, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. **The term of the Contract is extended six (6) months, ending 10/12/2023, or until the new Contract becomes fully executed.**
2. This Amendment shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence.
3. Except as amended by this Amendment Number 2, all other terms and conditions of the Contract shall remain as originally written.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have signed this Amendment No. 2 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions.

**WITNESS:**

Nicholas Dyer  
Signature

Nicholas Dyer / 3/6/2023  
Printed Name/Date

**CONTRACTOR:**

Greg Cavit  
Signature

Greg Cavit / 3/6/23 / GM  
Printed Name/Title/Date

[REDACTED]  
Federal Identification Number

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically  
Deputy Secretary for Procurement Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically  
Office of Chief Counsel Date

To be obtained electronically  
Office of General Counsel Date

To be obtained electronically  
Office of Attorney General Date

**APPROVED:**

To be obtained electronically  
Comptroller Date





## WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM


A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

### CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	3/6/23
<b>Signature</b>	<b>Date</b>
Greg Cavoli	
<b>Name (Printed)</b>	
General Manager	
<b>Title of Certifying Official (Printed)</b>	
Penrac, LLC	
<b>Contractor/Grantee Name (Printed)</b>	

**CONTRACT  
FOR  
VEHICLE RENTAL SERVICES**

**THIS CONTRACT** for the provision of **Vehicle Rental Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **EAN Services, LLC** ("Contractor").

**WHEREAS**, DGS issued a Request For Proposals for the provision of **Vehicle Rental Services** for the **Commonwealth of Pennsylvania**, RFP No. **6100039477** ("RFP"); and

**WHEREAS**, Contractor submitted a proposal in response to the RFP; and

**WHEREAS**, DGS determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

**WHEREAS**, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Vehicle Rental Services** to the **Commonwealth of Pennsylvania**.

**NOW THEREFORE**, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Vehicle Rental Services** as more fully defined in the RFP, to the Commonwealth of Pennsylvania.
2. The Commonwealth understands that EAN intends to, and shall have the right to, provide the **Vehicle Rental Services** hereunder through one or more affiliates, each of which is a wholly owned subsidiary of EAN's parent, Enterprise Holdings, Inc., and to make available to the Commonwealth and Commonwealth Business Travelers a network of independently owned franchisees and licensees (collectively "Franchisees") operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations from which the Commonwealth and Commonwealth Business Travelers may rent vehicles at the Rates provided herein in locations where EAN itself does not operate. Franchisees are not parties to this Contract, but EAN shall ensure that each Franchisee will make vehicles available to the Commonwealth and Commonwealth Business Travelers as described herein, and that Franchisees will honor the applicable Rates (as well as Damage Waiver and Liability Protection to the extent included in the Rate) as set forth in this Contract and the applicable Schedule(s) for each location where the respective Franchisees operate.

3. **The Commonwealth of Pennsylvania shall procure its requirements for Vehicle Rental Services in accordance with the terms and conditions of this Contract.**
  
4. **Contractor agrees to provide the Vehicle Rental Services listed in its Final Negotiated Price Submittal, which is attached hereto as Exhibit B and made a part hereof, at the prices listed for those items in Exhibit B, as supplemented by the following provisions:**
  - a. **Contractor agrees to pay DGS a monthly rental fee of \$100 for the use of the facilities at 2221 Forster Street, Harrisburg, PA ("The Commonwealth Garage") for the On-Site Rental Branch.**
  
  - b. **Contractor agrees to pay DGS a volume rebate as follows:**
    - i. **A 1.00 percent rebate shall be paid annually, within 90 days of the end of each contract year, on all sales exceeding \$1.35 million dollars in annual car rental revenue generated by the Commonwealth of Pennsylvania.**
  
    - ii. **Car rental revenue shall include only time and mileage (after any applicable discounts) revenue generated by the Commonwealth of Pennsylvania and identified by Contractor's revenue tracking systems, and shall apply only to rentals occurring at National and Enterprise locations in the United States, District of Columbia, and Puerto Rico, and is exclusive of taxes, refueling, young driver and additional driver fees, surcharges, government charges, facility charges, concession recovery fees, and optional products whether included within the rate or purchased separately.**
  
  - c. **Reservations will be made and billed from their commencement at the rates associated with the anticipated rental period designated by the Commonwealth or Commonwealth employees and non-employees who are authorized to travel on official state business ("Commonwealth Business Traveler"). If a rental vehicle is returned earlier or later than the designated rental period, the Contractor shall make an appropriate adjustment to the charges for the rental based on the most favorable rate(s) associated with the actual rental period used as set forth in the Final Negotiated Price Submittal in Exhibit B.**
  
  - d. **The parties understand and agree that the Insurance Protection provisions set forth in Section III-3.D of Exhibit A to this Contract**

(damage waiver and supplementary liability protection) apply to and are included in the rental rate for all car classes listed in **Exhibit B**.

- e. Reductions in price may be established from time to time as a result of findings of fleet analysis and car class volumes. The parties understand and agree that such or other price reductions may be accomplished by a Change Order issued in accordance with Section VI.41-CONTRACT-035.1a of **Exhibit A** to this Contract, without the necessity of execution of any further instrument; provided, however, that any such price reductions shall be subject to Contractor's prior approval.
- f. The "Quickstart" service is available only at Enterprise brand locations in the Commonwealth of Pennsylvania. This service is further defined in **Exhibit E**.
- g. With respect to Section VI.6 CONTRACT-004.1a, subparagraph d of **Exhibit A** to this Contract (Developed Works or Developed Materials), the parties agree that there are no developed works or developed materials under this Contract with the exception of the custom reservations website created for DGS, and that such reservations website shall be removed by DGS promptly upon expiration or termination of this Contract.
- h. Section VI.11 CONTRACT-008.1.a of **Exhibit A** to this Contract (Warranty) shall be deleted in its entirety and replaced with the following: "The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be performed in a workmanlike manner in accordance with industry standards."
- i. With respect to Section VI.13-CONTRACT-009.1d of **Exhibit A** to this Contract (Ownership Rights), the parties understand and agree that the Contractor is not providing software to the Commonwealth as part of the performance of this Contract, other than in support of its provision of Vehicle Rental Services; accordingly, the Commonwealth shall not acquire any intellectual property or ownership rights in any software made available in support of the Vehicle Rental Services except to the extent necessary for the Commonwealth's administration of the Vehicle Rental Services.
- j. The penultimate sentence of Section VI.21 CONTRACT-016.1 of **Exhibit A** to this Contract (Payment) is hereby deleted.

- k. Section VI.26 CONTRACT-021.1 of Exhibit A to this Contract (Default) is hereby modified by deleting therefrom subparagraphs a, 4, 5, 6, 7, 8, 10, 13, and subparagraph c in its entirety.
- l. With respect to Section VI.33-CONTRACT-028.1 of Exhibit A to this Contract (Contractor Integrity), the parties understand and agree that the Contractor's certification is made to the best of Contractor's knowledge and without independent investigation, and based on the Contractor's corporate structure this certification covers the Contractor, its executive management, directors, and individual owners.
- m. Section VI.37-CONTRACT-033.1 of Exhibit A to this Contract (Applicable Law) is supplemented with the following: "Notwithstanding the foregoing, liability under Rental Contracts and Emerald Club rentals will fall where it does by law against the responsible party and disputes shall be adjudicated by a court or other tribunal of competent jurisdiction in accordance with applicable law."
- n. Section VI.40-CONTRACT-034.3 of Exhibit A to this Contract (Controlling Terms and Conditions) is supplemented with the following: "Notwithstanding the foregoing, for each vehicle rented, the renter must execute the then-standard rental agreement of the applicable Contractor at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "Rental Contract"). In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement."
- o. Section VI.42-CONTRACT-036. 1 of Exhibit A to this Contract (Background Checks) is deleted in its entirety and replaced with the following: Contractor agrees that it will cause to be completed a background check prior to any services being performed by any of its, or its subsidiaries', subcontractors' or suppliers', employees or agents working on-site at any Commonwealth premises (hereinafter called the "On-Site Employees" and individually an "On-Site Employee"). Said background checks for each On-Site Employee shall be conducted prior to any services being performed by each On-Site Employee. This background check will, to the extent permitted by applicable law, at a minimum include an investigation for, and review of, any:

- (i) state and federal felony convictions;
- (ii) misdemeanor convictions involving (i) intentional injury or loss to person or property, (ii) endangerment of others while under the influence of alcohol or other substances; and (iii) any deferred adjudications with respect to any of the above (collectively "Convictions"); for at least the seven years prior to the later of the date of this Agreement or the date the On-Site Employee first performs any services under this Agreement (the "Applicable Period").
- (iii) The background checks must take place in the county or comparable political subdivision of each applicable jurisdiction in which such On-Site Employee has resided during the Applicable Period and/or has been employed during the Applicable Period ("Counties").

Upon request, Contractor shall provide written certification to Commonwealth that the above described background checks have been completed for the Applicable Period and that there are no Convictions of record for any On-Site Employee. If it is discovered by Contractor that an On-Site Employee has a Conviction then Contractor shall, upon receipt of said information, remove such On-Site Employee from assignment at Commonwealth.

- p. Section VI.46 CONTRACT-051.1 of Exhibit A to this Contract (Notice) is hereby amended by adding the requirement that a copy of any notice to Contractor shall be delivered to the Contractor's General Counsel at the same address.
5. This Contract will provide for direct reservations and direct billing between the Parties. Accordingly, Purchase Orders will not be processed as contemplated in Section VI.7 CONTRACT-005.1d (Purchase Orders) of Exhibit A to this Contract. All references to a Purchase Order" in the terms and conditions contained in Exhibit A to this Contract shall be disregarded and of no effect. The Contractor shall be authorized to commence the provision of Vehicle Rental Services upon full execution of the Contract by the Commonwealth, whereupon Contractor may provide vehicle rentals immediately upon receipt of proper reservations made by the Commonwealth or Commonwealth Business Travelers.
6. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its Small Diverse Business and Small Business Submittal which is attached hereto as Exhibit C and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Contracting

Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

7. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. This Contract document herein.
  - b. The *Contract Terms and Conditions* contained in Part VI of the RFP, which is attached hereto as **Exhibit A** and made part of this Contract, as modified and/or clarified herein.
  - c. The Contractor's *Final Negotiated Price Submittal*, which is attached hereto as **Exhibit B** and made a part hereof.
  - d. The Contractor's *Small Diverse Business and Small Business Participation Submittal*, which is attached hereto as **Exhibit C** and made a part hereof.
  - e. Parts I-V of the RFP (including all of the referenced Appendices and as revised by all Addenda issued thereto), which is attached hereto as **Exhibit A** and made a part hereof.
  - f. The Contractor's *Technical Submittal*, as clarified by letter dated May 19, 2017, which is attached hereto as **Exhibit D** and made a part hereof.
  - g. The Contractor's Quickstart service, which is attached hereto as **Exhibit E**, and made part hereof.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in Section VI.5-CONTRACT-003.1 of Exhibit A to this Contract (Signatures).

Witness:

CONTRACTOR:

By: Melissa Sutton  
(Assistant) Secretary

By: Jay Gosh  
(Vice) President

Melissa Sutton 7/3/17  
Printed Name/Date

JAP Golos 7/3/17  
Printed Name/Date

26-1186485  
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically  
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically  
Office of Chief Counsel Date

8-FA-19.1  
Office of General Counsel Date

8-FA-19.1  
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,  
BUDGETARY APPROPRIATENESS AND  
AVAILABILITY OF FUNDS:**

To be obtained electronically  
Comptroller Date



EXHIBIT A

REQUEST FOR PROPOSAL

## Determination To Use Competitive Sealed Proposals (RFP) Method of Procurement

Bureau Of Procurement

**Instructions:** This form is to be utilized by Issuing Officers wherein they are required to disclose the justification for use of the competitive sealed proposals method of procurement. Check the appropriate boxes and provide detailed explanation as to why it is not practical or advantageous for the Commonwealth to issue an Invitation for Bids.

The completed form should be submitted to DGS in conjunction with the Notice of Forthcoming Procurements and DGS will post with the solicitation when issued. For agency led procurements the form must be posted with the solicitation issuance.

### Requesting Agency Information

<b>Agency:</b>	Department of General Services		
<b>Address:</b>	Forum Place, Floor 6, 555 Walnut Street, Harrisburg, PA 17101		
<b>Agency Contact:</b>	Brian Reinoehl	<b>Telephone No:</b>	717-787-3475

### Contract Information

<b>Contract Title:</b>	Vehicle Rental Services
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**The use of competitive sealed bidding is not practicable for the Commonwealth to use to award this contract because:**  
(check all the apply)

<input checked="" type="checkbox"/>	The agency is seeking a contractor's solution to an agency need.
<input type="checkbox"/>	The agency wants to provide offerors with flexibility in the contents of their proposals in terms of materials, services, or construction offered.
<input checked="" type="checkbox"/>	The scope/statement of work/specifications lack sufficient clarity and specificity in terms of a detailed procurement description to enable submission of definitive bids.

**The use of competitive sealed bidding is not advantageous for the Commonwealth to use to award this contract because:**  
(check all the apply)

<input checked="" type="checkbox"/>	The agency wants to consider criteria other than price in the award process, in particular, criteria that are subjective in nature: <input checked="" type="checkbox"/> Small Diverse Business <input type="checkbox"/> Domestic Workforce <input checked="" type="checkbox"/> Contractor qualifications, experience and financial capability <input checked="" type="checkbox"/> Service & Delivery Capability <input type="checkbox"/> Other Criteria
<input type="checkbox"/>	It is not in the agency's or the Commonwealth's best interest to use competitive sealed bidding. <b>Explain:</b>

### Signature

**The printed name on this form shall constitute the signature of the individual and approval for the Agency request.** Agencies must ensure that the individual reviews the completed form and gives their consent to apply their printed name on this form. No handwritten signature shall be required in order for the form to be considered "signed" by the individual.

<b>Issuing Office Signature:</b>	David Kline	<b>Date:</b>	01/12/2017
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**REQUEST FOR PROPOSALS FOR**

**Vehicle Rental Services**

**ISSUING OFFICE**

**Pennsylvania Department of General Services  
Bureau of Procurement  
555 Walnut Street  
Forum Place, 6<sup>th</sup> Floor  
Harrisburg, PA 17101**

**RFP NUMBER**

**6100039477**

**DATE OF ISSUANCE**

**December 27, 2016**

**REQUEST FOR PROPOSALS FOR**  
**Vehicle Rental Services**

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## **APPENDICES**

**APPENDIX A, COST SUBMITTAL RESPONSE TEMPLATE**

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**APPENDIX K, COSTARS PROGRAM**

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**APPENDIX M, MODEL FORM OF SMALL DIVERSE BUSINESS AND SMALL  
BUSINESS SUBCONTRACT AGREEMENT**

## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to Submit Intent to Respond Form	Potential Offerors	January 10, 2017
Deadline to submit Questions via email to Issuing Officer David Kline at drkline@pa.gov	Potential Offerors	ONGOING but no later than January 11, 2017
Answers to Potential Offeror questions posted to the DGS website at <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> no later than this date.	Issuing Office	ONGOING but no later than January 18, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	ONGOING
<p>Proposals in the format described in Part I, Section I-11 must be received by the Issuing Office at:</p> <p>PA Department of General Services            ATTN: David Kline/RFP 6100039477            555 Walnut Street            Forum Place, Floor 6            Harrisburg, PA 17101</p>	Offerors	January 27, 2017 4:00pm EST

## PART I- GENERAL INFORMATION

- I-1. Purpose.** This Request for Proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Services’** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need **Vehicle Rental Services** (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The **Department of General Services** (“Issuing Office”)(“DGS”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **David Kline, Complex Procurement Consultant, 555 Walnut Street, Harrisburg, PA 17101-1914, drkline@pa.gov**, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** The Commonwealth of Pennsylvania is seeking to reduce costs associated with providing vehicle rentals for Commonwealth business travelers by establishing an agreement with a single qualified vehicle rental company that offers a comprehensive, statewide rental program for passenger vehicles, vans and some light duty commercial vehicles. In addition, the Commonwealth is seeking a provider that will provide a high level of service to Commonwealth business travelers, including the ability to make reservations online and by phone, roadside assistance and detailed reporting to the Commonwealth.

Details about the Commonwealth’s needs and historical usage patterns are provided in Part **III** of the RFP as well as **Appendix A, Cost Submittal and Response Template** and **Appendix B, Location Listing**.

- I-4. Objectives.**
- A. General.** The Department of General Services would like to partner with a vehicle rental provider that can meet Commonwealth vehicle rental needs. Competitive pricing, statewide coverage, and quality service are all priorities.
- B. Specific.** The Commonwealth is seeking a vehicle rental provider that can meet the following needs:
1. Statewide coverage;
  2. Sufficient fleet size;
    - a) Historical annual volume: \$1,202,543.00; and

- b) Annual # of rental days: 48,389.
- 3. Appropriate fleet composition;
- 4. Ability to create custom reservation website;
- 5. Roadside assistance;
- 6. Flexible billing capabilities; and
- 7. Comprehensive reporting capabilities.

**I-5. Type of Contract.** It is proposed that if the Issuing Office enters a contract as a result of this RFP, it will be a Fixed-Price contract containing the Standard Contract Terms and Conditions as shown in **Part VI**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

**I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-8. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 6100039477 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they may be submitted as they arise via email, but **no later than** the date indicated on the Calendar of Events. The Issuing Officer shall post the answers to the questions on the DGS website on an ongoing basis until the deadline stated on the Calendar of Events. When an Offeror submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-9**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is as described in **Part I, Section I-25**.



**I-9. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as addenda to the RFP.

**I-10. Response Date.** To be considered for selection, electronic proposal submissions as described in **Part I, Section I-11** must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject (unopened) any late proposals.

**I-11. Proposal Requirements.**

**A. Proposal Submission:** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-12.B**, providing a single electronic proposal with separate files **for the Technical Submittal; the Cost Submittal; and the Small Diverse Business and Small Business (SDB/SB) Participation Submittal including related Letter(s) of Intent**. The complete proposal response must be on CD/DVD or Flash drive in Microsoft Office or Microsoft Office compatible format and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or worksheets. The CD/DVD or Flash drive shall clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD/DVD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix C, Proposal Cover Sheet** to this RFP) and the Proposal Cover Sheet is scanned and provided in a PDF version in the Offeror's electronically submitted proposal, the requirement will be met. For this RFP, the proposal must remain valid 120 days or until a contract is fully-executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal

receipt, provided the withdrawing person provides appropriate identification. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a clearly identified revised electronic submission on CD, DVD or Flash drive marked as “Revised Proposal” which complies with the RFP requirements.

If an Offeror intends to respond to this RFP, the Offeror must submit the **Appendix D, Intent to Respond Form** to the email address indicated in the Calendar of Events (with the subject line “RFP 6100039477 Intent to Respond”) no later than the date indicated on the Calendar of Events. The Offeror shall not attempt to communicate their plans to respond to the RFP to the Issuing Officer by any other means.

**B. Proposal Format:** Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business and Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following **three** separate electronic files:

**1. Technical Submittal:**

- a. In response to **Part III**;
- b. Complete, sign and include **Appendix E, Domestic Workforce Utilization Certification**;
- c. Complete, sign and include **Appendix F, Iran Free Procurement Certification Form**; and
- d. Complete, sign and include **Appendix G, COSTARS Program Election to Participate Form** only if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.

**2. Cost Submittal, in response to RFP Part IV submit on Appendix A, Cost Submittal; and**

**3. Small Diverse Business and Small Business (SDB/SB) Participation Submittal, in response to RFP Part V:**

- a. Complete and include **Appendix H, Small Diverse Business and Small Business Participation Submittal Form**; and
- b. Complete and include **Appendix I, Small Diverse Business and Small Business Letter of Intent**. Offeror must provide a Letter of Intent for each SDB and SB listed on the SDB/SB Participation Submittal Form.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-12. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.
- I-13. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-14. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.
- I-15. Prime Contractor Responsibilities.** The selected Offeror must perform 51% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.
- I-16. Proposal Contents.**
  - A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
  - B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in

any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix J** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-17. Best and Final Offers (BAFO).**

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
1. Schedule oral presentations;
  2. Request revised proposals;
  3. Conduct an online auction; and
  4. Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
  2. Those Offerors which the Issuing Office has determined in accordance with **Part II, Section II-5** from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
  3. Those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.
  - D. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.
  - E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.
- I-18. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- I-19. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.
- I-20. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-20**. DGS' fleet manager will oversee the vehicle rental program, and serve as the Commonwealth's main point of contact for the Contractor during the contract term. If desired, the Commonwealth will provide the Offeror with office space in the Commonwealth garage located at 2221 Forster St. Harrisburg, PA 17103 for a nominal fee.
- I-21. Term of Contract.** The term of the contract will commence on the effective date and will end two (2) years after the effective date. The Commonwealth shall have the option to renew the Contract for three (3) additional 1-year renewal terms. The Issuing Office will fix the effective date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the effective date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the contract.
- I-22. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

**J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

**K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

**I-23. Notification of Selection.**

**A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

**B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

**I-24. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-25** of this RFP).

**I-25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

**I-26. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

**I-27. Information Technology Policies.**

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

**I-28. COSTARS PROGRAM.**

Information related to the COSTARS Program is contained in **Appendix K**. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should complete and sign the **COSTARS Election to Participate Form** contained in **Appendix G**. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certificate.



## PART II- CRITERIA FOR SELECTION

**II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:

- A. Be timely received from an Offeror (see **Part I, Section I-11**); and
- B. Be properly signed by the Offeror (see **Part I, Section I-12A**).

**II-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

**II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

**II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **30%** of the total points. Evaluation will be based upon the following: **Prior Experience, Available Facilities, Offeror Qualifications, and Soundness of Approach.** The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **50%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

**C. Small Diverse Business and Small Business Participation:**

BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the contract cost committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation  
  
(SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

**Small Diverse Business and Small Business Raw Score =**

**200 (SDB% + (1/3 \* SB %))**

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: [http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx).
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

**D. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the

direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Reference **Appendix E, Domestic Workforce Utilization Form**. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

**E. Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix F, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJJgo6Ht>

**II-5. Offeror Responsibility.** To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A.** The total score for the technical submittal of the Offeror’s proposal must be greater than or equal to **75%** of the **available technical points**; and
- B.** The Offeror’s financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror’s previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror’s financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

## **II-6. Final Ranking and Award.**

- A.** After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business Participation Submittal scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the offeror with the highest overall score.
- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

## PART III- TECHNICAL SUBMITTAL

### III-1. Qualifications.

**A. Prior Experience.** Offerors shall include in their Technical response experience in vehicle rental services depicting the following:

- 1. Corporate Background.** Overview of your company, total number of employees, nationwide and Pennsylvania-specific footprint (including total number of rental locations), national fleet size, Pennsylvania statewide fleet size and composition by vehicle type, Pennsylvania region-by-region fleet size and composition by vehicle type, access to handicap vehicles, and any other pertinent information you would like the Commonwealth to know.

#### **Offeror Response**

- 2. Corporate Experience.** Experience in public sector vehicle rental program delivery, particularly your experience serving clients of a similar size and program scope to the Commonwealth. Clients referred to must be identified and the name of the customer shown, including the name, title, address, email address and telephone number of the responsible official of the customer, company, or agency who may be contacted.

#### **Offeror Response**

**B. Personnel.** Number of staff, including executive and professional personnel, who will be engaged in the work. Identify these individuals and their physical location during the time they will be engaged in the Project. For key personnel – the Account Manager(s) and any others you deem critical - include the employee's name and, through a resume or similar document, the individual(s)' education and experience in public sector vehicle rental program delivery. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

#### **Offeror Response**

**C. Staffing by Location.** Number of offices and rental locations within the Commonwealth by location type (e.g. airport location, non-airport location, unmanned kiosk). Complete **Appendix X, Location Listing**, which lists out the Commonwealth's top 50 high-usage cities. Provide your closest rental location, the number of miles from your closest location to each high usage city, and the average number of staff at each location on an average day.

#### **Offeror Response**

**D. Subcontractors:** Subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Contract. The

selected Offeror is prohibited from subcontracting or outsourcing any part of this Contract without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Offeror's subcontractor information should include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided should also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

#### ***Offeror Response***

**E. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

#### ***Offeror Response***

**F. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also, include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

#### ***Offeror Response***

**III-2. Tasks.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**A. Implementation Plan.** Provide a preliminary implementation plan outlining the work streams, major milestones, and all steps required to implement the contract. Be sure to indicate the number of resources assigned to manage the implementation, their names and titles, as well as any Commonwealth resources that may be required by role and the number of hours associated with their support efforts.

**Offeror Response**

**B. Website/Portal Customization.** Provide a detailed description of the features and functions of the customized website you will provide for the Commonwealth. Describe any features that may make it easier for the Commonwealth to track spend and utilization by various Commonwealth agencies and/or any other key performance indicators. The Commonwealth will need this website/portal to allow it to communicate critical travel information to Commonwealth business travelers such as policy changes, inclement weather warnings, and other travel related information. Indicate the amount of time it will take to customize the Commonwealth's vehicle rental website/portal from the contract Effective Date. Please submit an implementation plan for the development of this tool.

**Offeror Response**

**C. Vehicle & Customer Pick-up/Drop-off.** The Commonwealth would like to understand the degree to which your company offers customer pick up and drop off options, as well as any vehicle pick up or drop off options. Describe your ability to provide vehicle and customer pick-up/drop-off services to Commonwealth business travelers.

**Offeror Response**

**D. Vehicle Pick-up and Return Hours.** The Commonwealth's standard operating hours are as follows: 7:00 AM – 6:00 PM ET. Describe how you will accommodate this schedule, include in your response all weekday, weekend, and holiday hours by Pennsylvania location. Provide this information in **Appendix X, Location Listing** and submit it as part of your Technical Submittal.

**Offeror Response**

**E. After Hours Vehicle Pick-up and Return.** Offerors must describe the options available for after-hours and weekend vehicle returns (such as a key drop box). On

occasion, it may be necessary for Commonwealth business travelers to depart or return outside of the standard vehicle pick-up and return hours.

***Offeror Response***

**F. One-way Rentals.** For in state rentals, define a one-way rental, summarize your one way rental policy, and identify any associated fees. Historically, one way volume has been low and for the measured time frame it is 83 one way trips per year. **The Commonwealth** prefers that there be no additional fee for one-way rentals, provided the vehicle is returned to one of the Offeror’s regular branches in the Commonwealth or to any Baltimore or Washington airport.

***Offeror Response***

**G. Vehicle “Sold out” Situations.** Provide a plan of action to service Commonwealth business travelers when the rental location where a reservation has been made in advance is sold out of vehicles and the traveler is left without a rental vehicle. Include in your proposal where responsibility for costs would lie and the time frame in which the situation will be remedied.

***Offeror Response***

**H. Fuel.** The Commonwealth travel policy indicates that vehicles should always be refueled by renters prior to return (per management directive 615.1). In the instance the Offeror must refuel a vehicle returned at less than a full tank, the Commonwealth requests that the Pennsylvania per gallon rate from the Automobile Association of America (AAA) be used. We would like to minimize fuel costs and would like the Offeror to partner with us in this effort. Please propose a best-in-class fuel policy, drawing upon your experiences serving other state clients in consideration of the Commonwealth fuel policy stated above.

***Offeror Response***

**I. Underage Driver Process.** The Commonwealth anticipates needing access to an underage driver’s policy that covers drivers 18 years of age and older. Identify the process an underage driver must use to utilize your services under the Commonwealth’s contract and any additional fees, taxes, or penalties incurred by these drivers. Please describe the underage driver policy you will extend to the Commonwealth.

***Offeror Response***

**J. Other Available Technologies.** Describe any other technologies your company has available (e.g. kiosks, smartphone apps, etc.) that may make vehicle rental for Commonwealth business travelers more efficient or more accessible.

***Offeror Response***



**K. Volume Rebates.** As the Commonwealth looks to optimize its ground transportation program and explores opportunities to shift mileage reimbursement recipients to vehicle rental usage, there is the potential to drive considerable additional volume to the selected Offeror in the future. Further, if the selected Offeror agrees to permit COSTARS usage of this contract, it will be the source of additional rental volume. The Commonwealth's current annualized spend is approximately \$1.2M. Please propose any volume discounts you will provide for volume above and beyond the historical annual \$1.2M.

**Offeror Response**

**L. Financial Drivers.** Identify the major financial drivers in your industry from your company's perspective and how they may impact costs during the term of this Contract. The selected Offeror will be required to provide a financial driver breakdown after contract execution similar to the sample financial driver breakdown provided as a sample below. The financial driver breakdown categories below are for sample purposes only.

**Sample Financial Driver Breakdown**

Cost Category	Original %
Profit	11%
Wages	25%
Expenses	3%
Depreciation	27%
Marketing	14%
Technology	4%
Rent & Utilities	7%
Other	4%
Fuel	5%
<b>Total</b>	<b>100%</b>

**Offeror Response**

**M. Management Reports.** The selected Offeror must provide a variety of administrative reports at scheduled intervals and on request and also provide the Commonwealth's contract administrator direct access to any available online or electronic databases and reporting systems. Reports must be comprehensive in order to effectively and efficiently monitor the Commonwealth's rental program and must be provided at no additional cost. There are two quarterly reports that are required at a minimum: **Report 1:** Usage Data, **Report 2:** Key Performance Indicators

**Report 1** should include, but is not limited to, the following data fields:

Required Data Points
Accounting Codes
Commonwealth Agency Code
Business Area Name
Business Traveler ID
Business Traveler Name
Method of Booking
Reservation Creation Date
Pick up Date
Drop off Date
Rental period (shown in days)
Pick up Location (Station, City, State)
Drop Off Location (Station, City, State)
Round Trip or One Way
Miles Traveled Per Odometer Reading
Vehicle SIPP Code
Vehicle Class
Rental Costs
Any Taxes, Surcharges, & Fees by Type
Fuel Amount (in gallons)
Fuel Costs (if applicable)
Total Cost (Rental+Fuel+Ancillary fees)
Average Daily Rate

**Report 2** should include, but is not limited to, the following summary tables:

Table #	Summary Tables (by Spend)	Include the following information for each table when applicable
1	Top 40 Rental Cities	City Name, Spend by City, % of Total Spend
2	Top 10 Commonwealth User Agencies	Commonwealth Agency Name, Spend by Agency, % of Total Spend
3	Top 10 Vehicle Types	Vehicle Class Name, Spend by Class, % of Total Spend
4	Top 10 Rental Lengths	Rental Length in Days, Spend by Rental Length, % of Total Spend

Both reports should be provided in the same Excel workbook on separate tabs. Report 1 should be able to be easily sorted and summarized by any data point as required for agency review and should subtotal by Commonwealth Agency for reconciliation.

Indicate any other management reports or tools you intend to provide.

**Offeror Response**

**N. Spend Tracking.** The selected Offeror must track spend and utilization by driver, vehicle type, rental duration, and Commonwealth agency. Provide a sample of your spend tracking report you intend to present in each quarterly and annual business

review. Additionally, identify any other spend tracking measures, tools, or processes you have used with other customers that have proved successful.

**Offeror Response**

**O. Roadside Assistance.** The selected Offeror must provide 24-hour, seven (7) days a week emergency roadside assistance for rental vehicles. This service must include a single toll-free number for Commonwealth business travelers which shall promptly provide all necessary roadside assistance to Commonwealth business travelers. Services that must be included, at a minimum, include:

1. Replacement of lost keys (including remote entry devices);
2. Flat tire service;
3. Lockout service (if keys are locked inside the vehicle);
4. Jump-starts;
5. Fuel delivery services of up to three (3) gallons of fuel if a vehicle is out of fuel; and
6. Delivery of replacement vehicle when none of the above roadside assistance (Ra-Re) services apply.

Specify your typical replacement vehicle delivery times and identify any services not captured above that your roadside assistance program will provide to the Commonwealth.

**Offeror Response**

**III-3. Requirements.** Offerors shall address each requirement below in its technical response, providing responses below each “Offeror Response” block. Additionally describe your qualifications, experience, and ability to meet each requirement. Include the original requirements above your response and use a different font color to differentiate your response from the RFP language.

**A. Disability Accessibility.** . The selected Offeror must have vehicles available that are disability accessible. Describe your process and ability to accommodate these types of request. .

**Offeror Response**

**B. Disaster Recovery.** A Disaster Recovery plan must be in place at Contract inception and tested annually to assure that all operations continue during a man-made or natural disaster situation with minimal disruption. **Refer to Appendix L – Requirements for non-Commonwealth Hosted Applications/Services.** Maximum projected service gaps shall be defined. The plan shall include, but not limited to, a full description of

steps to be taken to provide services from an alternate site, if necessary; data protection actions; equipment recovery; resumption of services; restoration of services to the original site; and a projected timeline to accomplish these actions in a hypothetical state of emergency. The plan shall also describe preventative steps put in place to reduce service disruption.

### ***Offeror Response***

#### **C. Emergency Preparedness.**

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  - b. Identified essential business functions and key employees (within your organization) necessary to carry them out
  - c. Contingency plans for:
    - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
  - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

**D. Insurance Protection.** In addition to the minimum level insurance required by the state in which the car is rented, rental rates must include:

1. Loss damage waiver protection that relieves the Commonwealth of financial responsibility if the vehicle is lost, damaged or stolen; and
2. Supplemental liability insurance in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

#### ***Offeror Response***

**E. Taxes, Fees, & Surcharges.** The Commonwealth's business travelers are exempt from sales tax and use tax. No tax free form should be required from Commonwealth Business Travelers at the time of pick-up.

#### ***Offeror Response***

**III-4. Direct Billing.** The selected Offeror must establish a direct billing method with the Commonwealth that does not require the use of a Commonwealth business traveler's personal or Commonwealth-issued credit card. Furthermore, this billing method must ensure the Commonwealth is not charged any sales or use tax not normally paid by the Commonwealth, or other fees charged in retail situations. The Commonwealth through the Bureau of Vehicle Management would prefer to issue no more than one payment monthly for all rentals, fuel and allowable ancillary charges. The selected Offeror will be provided the Direct Bill XML Mapping for minimum data and format requirements and the XML FB50 Schema for corresponding schema information to support successful completion within 90 days of award.

However, in the case of certain independent or non-SAP utilizing Commonwealth agencies (such as Boards, Commissions, etc.), who may participate in this contract, the Commonwealth reserves the right for those agencies, as designated, to receive a separate bill and make direct payments on a monthly basis by use of a government credit card or other form of payment. It is anticipated that these will be the exception to the previously-stated, preferred direct billing method.

The selected Offeror must provide the name and a toll-free telephone number for the individual(s) responsible for handling all disputed billing issues. The selected Offeror must respond to each billing issue within 24 hours and provide a resolution for correcting such problems prior to the next billing.

#### ***Offeror Response***

**III-5. Customer Service.** In the past the Commonwealth has required that the Offeror establish a rental branch and vehicle pool at a designated Commonwealth Garage in Harrisburg. The branch was required to be open from 7:00 am to 6:00 pm all weekdays except designated state holidays and had to be dedicated solely for Commonwealth business travelers and not open to the public. **The Commonwealth is not requiring this going forward.** However, two key benefits of having a rental branch in the Commonwealth Garage have been the ability for Commonwealth Business Travelers to (1) park their personal vehicles in a safe area while away on business travel using a rental car, and (2) pick up a rental car close to

their downtown Harrisburg office. Given that the Commonwealth is no longer requiring that its vehicle rental provider establish a rental branch in the Commonwealth Garage in Harrisburg, please describe how your company can address Commonwealth business traveler needs related to personal vehicle parking and convenient rental vehicle pick up / drop off.

**Offeror Response**

**III-6. Contract Turnover and Transition Assistance.** Upon termination of any contract resulting from this RFP, either through expiration or a termination prior to expiration, the selected Offeror must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the Commonwealth, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Commonwealth or the successor Contractor. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract. In addition, the selected Offeror must:

- A. Provide a final detailed description of the turnover plan for approval by DGS within six (6) months prior to the last day of the Project;
- B. Supply DGS with the data collected during the contract term in a format that can be used outside of the selected Offeror's system; and
- C. Cooperate with the DGS, and supply the DGS and/or the successor Contractor with all information requested and required by the DGS and/or the successor Contractor during the turnover process.

**Offeror Response**

**III-7. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI** or to other provisions of the RFP as specifically identified above.

**Offeror Response**

## **PART IV- COST SUBMITTAL**

**IV-1. Cost Submittal.** The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal shall be submitted electronically in accordance with **Section I-11. A.** The total proposed cost should be broken down into the components set forth in **Appendix A, Cost Submittal Worksheet.** The percentage of commitment to Small Diverse Businesses and Small Businesses should not be stated in the Cost Submittal. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.**

## **PART V- SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL**

**V-1. Small Diverse Business and Small Business General Information.** The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make significant commitments to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
  - Procurement Goods and Services: \$20 million
  - Construction: \$20 million
  - Building Design Services: \$7 million
  - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.



The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 601, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [RA-BDISBOVerification@pa.gov](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://www.dgs.pa.gov)

**V-2. Small Diverse Business and Small Business (SDB/SB) Participation Submittal.** All Offerors are required to submit the Small Diverse Business and Small Business Participation Submittal Form contained in (**Appendix H**) and related Letter(s) of Intent (**Appendix I**) **electronically as described in Part I, Section I-11**. The submittal must be in its own electronic file, separate from the remainder of the proposal, and must be provided on the Small Diverse Business and Small Business Participation Submittal form, with information as follows:

- A.** Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B.** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C.** Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the Small Diverse Business and Small Business Participation Submittal.
- D.** Offerors must include a Letter of Intent (attached as **Appendix I**) is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the Small Diverse Business and Small Business Participation Submittal form. At minimum, the Letter of Intent must include the following:
  - 1.** The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business; and

2. A description of the services or supplies the Small Diverse Business or Small Business will provide; and
  3. The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
  4. The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
  5. The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

**NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.**

**NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.**

**V-3. Contract Requirements—Small Diverse Business and Small Business Participation.**

All contracts containing Small Diverse Business and Small Business Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
- B. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- C. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- D. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.

- E.** The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix M – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
  2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the final negotiated cost for the initial term of the prime contract.
  3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
  4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- F.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- G.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- H.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and

to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

- I. If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

## **PART VI- CONTRACT TERMS AND CONDITIONS**

### **VI.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)**

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

### **VI.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)**

The initial term of the Contract shall be 02 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

### **VI.3 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)**

The Contract may be renewed for a maximum of 3 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term with supporting documentation justifying the requested rate increase. No further document is required to be executed to renew the term of the contract.

### **VI.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

### **VI.5 CONTRACT-003.1b Signatures – Contract (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the

Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **VI.6 CONTRACT-004.1a Definitions (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **VI.7 CONTRACT-005.1d Purchase Orders (July 2015)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

#### **VI.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

#### **VI.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

#### **VI.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

#### **VI.11 CONTRACT-008.1a Warranty (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

#### **VI.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or  
b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the



Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

**VI.13 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

**VI.14 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

**VI.15 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

**VI.16 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

**VI.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**VI.18 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of

post-consumer and recovered material content.

#### **VI.19 CONTRACT-015.1A Compensation/Expenses (May 2008)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

#### **VI.20 CONTRACT-015.2 Billing Requirements (February 2012)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **VI.21 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a

failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **VI.22 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **VI.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **VI.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **VI.25 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **VI.26 CONTRACT-021.1 Default (Oct 2013)**

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **VI.27 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

#### **VI.28 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

#### **VI.29 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

#### **VI.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

#### **VI.31 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **VI.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

### **VI.33 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock



of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

**b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

**c.** "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

**d.** "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

**e.** "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**f.** "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

**g.** "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

**a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

**b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

**c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

**d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

**e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in

any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**f.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

**g.** When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

**h.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**i.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

#### **VI.34 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services Office  
of Chief Counsel  
603 North Office Building Harrisburg,  
PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**VI.35 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

**VI.36 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**VI.37 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**VI.38 CONTRACT-034.1a Integration – RFP (Dec 12 2006)**

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**VI.39 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

**VI.40 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only.

Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **VI.41 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **VI.42 CONTRACT-036.1 Background Checks (February 2016)**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psplib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **VI.43 CONTRACT-037.1a Confidentiality (Oct 2013)**

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party

may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

**VI.44 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)**

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

**VI.45 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

**VI.46 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

**VI.47 CONTRACT-052.1 Right to Know Law (Feb 2010)**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven

(7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### **VI.48 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2016)**

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all the hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

2. **Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March



1 of each year to be effective the following July 1.

3. Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
4. Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

**Commonwealth of Pennsylvania  
Vehicle Rental Services - 6100039477  
Appendix B - Location Listing**

The rental city listing below shows the top 50 cities by car rental spend for the Commonwealth for an annual period. **Please complete the yellow cells below.** Provide the distance in miles from each Pennsylvania city listed below to your closest car rental location. Include your rental location's address or identifier as well as the rental location type and the average number of staff at each location during business hours.

Scroll to Row 66 to view Appendix B, Part II

Item #	Historical High Usage City	Historical Annual Spend	Rental Location Address	Rental Location Type	Average # of Staff at Location	Miles to Rental Station From High Usage City	Location Opening Time	Location Closing Time	Before & After Hours Pick-up & Drop-off Available
ex.1	City 'X'	\$x,xxx	123 Main Street, Pleasantville, PA 10000	Kiosk	0	4.75	7:00 AM	6:00 PM	Yes
ex.2	City 'Y'	\$x,xxx	456 Sample Circle, Happiness, PA 20000	Airport Location	4	1.23	7:30 AM	6:00 PM	No
1	HARRISBURG	\$ 351,715							
2	PHILADELPHIA	\$ 66,332							
3	PITTSBURGH	\$ 55,604							
4	ALLENTOWN	\$ 39,358							
5	WILKES BARRE	\$ 34,758							
6	ALTOONA	\$ 30,774							
7	STATE COLLEGE	\$ 29,082							
8	WILLIAMSPORT	\$ 28,685							
9	MECHANICSBURG	\$ 28,373							
10	JOHNSTOWN	\$ 27,004							
11	SCRANTON	\$ 21,132							
12	ERIE	\$ 19,468							
13	EYNON	\$ 16,513							
14	HERSHEY	\$ 16,127							
15	LEMOYNE	\$ 15,763							
16	SHAMOKIN DAM	\$ 15,573							
17	NORRISTOWN	\$ 15,390							
18	READING	\$ 14,403							
19	CAMP HILL	\$ 13,901							
20	MOOSIC	\$ 13,774							
21	INDIANA	\$ 13,351							
22	LANCASTER	\$ 13,085							
23	LOWER BURRELL	\$ 13,016							
24	BLOOMSBURG	\$ 11,318							
25	EDWARDSVILLE	\$ 10,725							
26	WASHINGTON	\$ 10,377							
27	POTTSVILLE	\$ 10,247							
28	CRANBERRY TOWNSHIP	\$ 9,389							
29	LEWISTOWN	\$ 9,353							
30	CARLISLE	\$ 9,139							
31	GREENSBURG	\$ 9,063							
32	BUTLER	\$ 8,989							
33	MOON TOWNSHIP	\$ 8,834							
34	MERCER	\$ 7,885							
35	EASTON	\$ 7,689							
36	MEADVILLE	\$ 7,632							
37	HAZLETON	\$ 7,285							

Item #	Historical High Usage City	Historical Annual Spend	Rental Location Address	Rental Location Type	Average # of Staff at Location	Miles to Rental Station From High Usage City	Location Opening Time	Location Closing Time	Before & After Hours Pick-up & Drop-off Available
38	DU BOIS	\$ 6,793							
39	UNIONTOWN	\$ 6,546							
40	CHAMBERSBURG	\$ 6,441							
41	IRWIN	\$ 6,318							
42	LEBANON	\$ 5,940							
43	CLARION	\$ 5,866							
44	ELKINS PARK	\$ 5,839							
45	ALLISON PARK	\$ 5,831							
46	HOMESTEAD	\$ 5,482							
47	DARBY	\$ 5,346							
48	BENSALEM	\$ 5,229							
49	BALA CYNWYD	\$ 5,069							
50	HUNTINGDON	\$ 5,067							

### Other Location Listing, Appendix B, Part II

Provide a complete listing of all other Rental Locations your company has within the Commonwealth of PA that are not listed above.

Item #	Rental Location Type	Street	City	Zip-Code	Location Opening Time	Location Closing Time	Average # of Staff at Location
ex.	Non-airport Office	1600 Pennsylvania Ave.	Scranton	20500	8:00 AM	5:00 PM	0
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477  
**Appendix D - Intent to Respond Form**

Please return this form by e-mail to (drkline@pa.gov) no later than 5:00 PM Eastern on **January 10, 2017**.

Offeror Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Please indicate your intent to respond:

\_\_\_\_\_ We **do** plan to respond to this RFP

\_\_\_\_\_ We **do not** plan to respond to this RFP

Reason if you are **not** planning to respond:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477

**APPENDIX E**  
**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Contractor] a  
\_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") located at  
\_\_\_\_\_  
[address], having a Social Security or Federal Identification Number of \_\_\_\_\_, do hereby certify  
and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_

\_\_\_\_\_  
[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477  
Appendix F

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

**(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**OPTION #2 – EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

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**Appendix G – COSTARS Program Election to Participate**

**COSTARS PROGRAM ELECTION TO PARTICIPATE**

**If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.**

**If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.**

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Corporate or Legal Entity Name

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Signature/Date

---

Printed Name/Title





**Listing SDB and SB Subcontractors**

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB firm name, SDB or SB designation, SDB/SB Primary Contact Information, a description of the service or supplies the SDB/SB will provide, fixed percent of total contract cost committed, estimated dollar value of each commitment, and an indication as to the Offeror’s intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offeror must also include a Letter of Intent as indicated in RFP Part V, Section V-3 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of total Contract Cost Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)

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**APPENDIX I**  
**SMALL DIVERSE AND SMALL BUSINESS**  
**LETTER OF INTENT**

[DATE]

[SDB/SB Contact Name  
Title  
SDB/SB Company Name  
Address  
City, State, Zip]

Dear [SDB/SB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB) or Small Business (SB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB or SB] shall provide [identify the specific work, goods or services the SDB/SB will perform] during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: [identify the specific time periods during the initial contract term and any extensions, options and renewals when the component work, goods or services will be provided or performed.]

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB or SB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB/SB] represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB/SB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name	SDB or SB Name
Title	Title
Company	Company
Phone number	Phone number

**Trade Secret/Confidential Proprietary Information Notice**

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

**Name of submitting party:**

**Contact information for submitting party:**

**Please provide a brief overview of the materials that you are submitting** (e.g. bid proposal, grant application, technical schematics):

**Please provide a brief explanation of why the materials are being submitted to the Commonwealth** (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

**Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)**

**Note:** The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
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## **Acknowledgment**

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

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**Appendix K – COSTARS Program**

**COSTARS Purchasers.** Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>

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**Appendix K – COSTARS Program**

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
  
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
  
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
  
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

- 1. The Contractor must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

**Appendix K – COSTARS Program**

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Contracting Program certificate must be included with the Administrative Fee for each contract year and upon each renewal.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
  2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
    - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
    - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
    - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
    - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
    - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.



**Appendix K – COSTARS Program**

- f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
  
- G. Intentionally deleted.
  
- H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us).
  - 1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.costars.state.pa.us](http://www.costars.state.pa.us), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
  
  - 2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PACostars@pa.gov](mailto:GS-PACostars@pa.gov)

**Appendix L - Requirements for non-Commonwealth Hosted Applications/Services**

The purpose of this appendix is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

**A. Hosting Requirements**

1. The selected Offeror shall supply all hosting equipment (hardware and software) required for performance of the Contract.
2. The selected Offeror shall provide secure access to all levels of users via the internet.
3. The selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
5. The selected Offeror shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within the timeframe set out by the RFP. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the selected Offeror shall comply with state and federal data breach notifications regulations and is to report security incidents to the Commonwealth within one (1) hour of when the selected Offeror knew of such unauthorized access, use, release, or disclosure of data.
6. The selected Offeror shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, to review the hosted system's location and security architecture.
7. The selected Offeror staff, directly responsible for day-to-day monitoring and maintenance, shall have industry standard certifications applicable to the environment and system architecture used.
8. The selected Offeror shall locate servers in a climate-controlled environment. Offeror shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.
9. The selected Offeror shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The selected Offeror shall completely test and apply patches for all third-party software products before release.
11. Offerors shall provide a successfully passed SSAE- 16 SOC2 audit report, conducted by an independent certified public accounting firm, subject to the approval of the Department, as part of its proposal, and the selected Offeror shall provide a SSAE-16 audit reports annually.

**B. System Availability**

1. The selected Offeror shall make available the system and any custom software on a 24 hours a day, 365 days a year basis as established by the RFP.

2. The selected Offeror shall perform routine maintenance during the planned weekly maintenance period of 11 pm to 6 am and not exceed three (3) hours unless agreed to by the Commonwealth in writing.. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance. In order to maintain system availability, the Offeror is expected to rollover to a backup site during maintenance periods.
3. The selected Offeror shall perform non-routine maintenance at a mutually agreeable time with two weeks advance notice to the Commonwealth.
4. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Offeror shall give advance notice, before the system goes down for maintenance, to the Commonwealth. The selected Offeror will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period. It is expected that the Offeror will rollover to a backup site during any such emergency maintenance.

### **C. Security Requirements**

1. The selected Offeror shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the Commonwealth within three (3) business days.
2. The selected Offeror shall comply with Commonwealth directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The selected Offeror shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The selected Offeror shall use industry best practices to provide system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The selected Offeror shall use industry best practices to provide virus protection on all servers and network components.
6. The selected Offeror shall limit access to the system and servers and provide access only to those staff that must have access to provide services proposed.
7. The Selected Offeror will provide all Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks.

### **D. Data Storage**

1. The selected Offeror shall use industry best practices to update all systems and third party software security patches to reduce security risk. The Selected Offeror shall protect their systems with anti-

virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.

2. The selected Offeror shall be solely responsible for all data storage required.
3. The selected Offeror shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
4. The Selected Offeror agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Selected Offeror controlled or owned electronic device.
5. The selected Offeror shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

#### **E. Disaster Recovery**

1. The selected Offeror shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.

#### **G. Adherence to Policy**

1. The selected Offeror support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.
2. The selected Offeror shall abide by all the Commonwealth's policies (Information Technology Bulletins (ITBs)).
3. The Selected Offeror shall comply with all pertinent federal and state privacy regulations.

#### **H. Closeout**

1. When the contract term expires or terminates, and at any other time at the written request of the Commonwealth; the selected Offeror must promptly return to the Commonwealth all its data (and all copies of this information), in a format agreed to by the Commonwealth, that is in the selected Offeror's possession or control.

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**Appendix M Model Form Of Small Diverse and Small Business  
Subcontractor Agreement**

This Subcontractor Agreement ("Subcontract") is made effective as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, ("Contractor") and \_\_\_\_\_, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

**RECITALS**

Contractor has entered into a contract dated \_\_\_\_\_ (the "Prime Contract") with the Department of \_\_\_\_\_ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated \_\_\_\_\_ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

**DEFINITIONS**

The following words and terms when used in this Subcontract shall have the following meanings:

*Bureau* – The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities.

*Contracting Officer* – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

*Department* – The Department of General Services of the Commonwealth of Pennsylvania.

*Issuing Office* – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

*Procurement* – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

*Small Business* – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

*Small Diverse Business* – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

## AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due

notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) Termination. Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) Audit Provisions. The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. Order of Precedence. The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components

of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. Further Action. The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. Description of Services. Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

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8. Small Diverse Business or Small Business Commitment. The above-referenced Services represent \_\_ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

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11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

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12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit \_\_\_ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

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14. Utilization Reports. Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

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If to Subcontractor:

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19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of

this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

### **ADDITIONAL TERMS AND CONDITIONS**

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

- Background Checks
- Confidentiality/Disclosure of Information
- Data Security
- Insurance
- Invoicing Requirements
- Environmental Protection
- Intellectual Property Rights
- Record Retention/Audits
- Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
- Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

*Insert Company Name*

*Insert Company Name*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

11/18/16

## SOLICITATION ADDENDUM

Date: **12/29/16**  
Subject: **Vehicle Rental Services**  
Solicitation Number: **6100039477**  
Due Date/Time: **January 27 2017 at 4:00pm EST**  
Addendum Number: **1**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes*

Appendix C-Proposal Cover Sheet has been replaced in its entirety with Appendix C-Proposal Cover Sheet REV. 122916.

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: David Kline  
Title: Issuing Officer  
Phone: 717-787-7526  
Email: drkline@pa.gov

Commonwealth of Pennsylvania  
 Vehicle Rental Services RFP 6100039477  
**Appendix C - Proposal Cover Sheet**

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal <input type="checkbox"/> Domestic Workforce Utilization Certification
<input type="checkbox"/>	Small Diverse Business and Small Business Participation Submittal <input type="checkbox"/> Small Diverse Business and Small Business Participation Submittal Form <input type="checkbox"/> Small Diverse Business and Small Business Letter(s) of Intent
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL**

## SOLICITATION ADDENDUM

Date: **01/19/2017**  
Subject: **Vehicle Rental Services**  
Solicitation Number: **6100039477**  
Due Date/Time: **January 27 2017 at 4:00pm EST**  
Addendum Number: **2**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes*

Appendix A-Cost Submittal Response Template has been replaced in its entirety with Appendix A-Cost Submittal Response Template REV. 011918.

RFP **Part III, Section 2.F** has been replaced in its entirety with the provision set forth below and is now made part of this RFP.

**III-2.F. One-way Rentals.** For in state rentals, define a one-way rental and, summarize your one way rental policy. Historically, one way volume has been low and for the measured time frame it is 83 one way trips per year. **The Commonwealth** prefers that there be no additional fee for one-way rentals, provided the vehicle is returned to one of the Offeror’s regular branches in the Commonwealth or to any Baltimore or Washington airport.

RFP **Part III, Section 2.I** has been replaced in its entirety with the provision set forth below and is now made part of this RFP.

**III-2.I. Underage Driver Process.** The Commonwealth anticipates needing access to an underage driver’s policy that covers drivers 18 years of age and older. Identify the process an underage driver must use to utilize your services under the Commonwealth’s contract. Please describe the underage driver policy you will extend to the Commonwealth.

The Following document is attached to this Addendum 2 and is made part of this RFP.

1. 6100039477 - Official Questions and Answers 011817



**pennsylvania**

DEPARTMENT OF GENERAL SERVICES  
BUREAU OF PROCUREMENT

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: David Kline  
Title: Issuing Officer  
Phone: 717-787-7526  
Email: drkline@pa.gov



## Use This Sheet for Information on Proper Completion of this Cost Submittal Worksheet and Non-Scored information Worksheet

**GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK** - This Cost Submittal (**Appendix D**), must be completed in its entirety. Failure to return a completed Cost Submittal Worksheet will result in rejection of your proposal.

The total proposed cost is broken down by car class and rental periods, as shown on the tab that follows.

The 'Non-Scored Information' tab contains categories of fees that are useful for the Commonwealth to know but will not be scored as the tab name suggests.

### **COMPLETION OF THE COST SUBMITTAL TAB:**

1. Click on the "Cost Submittal" tab at the bottom of this workbook.
2. Complete the top portion of the form to include all contact information (yellow cells only).
3. Historical Annual Quantities are included for daily, weekly and monthly rentals for reference and for the purpose of calculating a total cost for scoring (see RFP Part IV-1).
4. Enter rental rates (two decimal places are allowed for dollar amounts) in yellow cells in Rows 15 - 27 for ALL car class and rental periods. **Offerors MUST enter rates for all car class and rental periods.** The Cost Submittal Total will automatically calculate at the bottom of the sheet.

# COMMONWEALTH OF PENNSYLVANIA

Vehicle Rental Services - 6100039477

## Appendix A - Cost Submittal Response Template

<b>Offeror Name:</b>	
<b>Company Address:</b>	

<b>Contact Person &amp; Title:</b>	
<b>E-mail:</b>	
<b>Phone:</b>	
<b>Vendor Number:</b>	

### Rental Periods & Rates

Rates submitted by awarded Offeror shall be firm for the first two (2) years (initial contract term).

Vehicle Class	Total Annual Rental Days By Vehicle Class	Daily			Weekly			Monthly		
		Historical Quantity	Rate	Total	Historical Quantity	Rate	Total	Historical Quantity	Rate	Total
Standard	23,368	19,831		\$0	201		\$0	71		\$0
Intermediate	12,623	9,763		\$0	190		\$0	51		\$0
Compact	4,324	3,814		\$0	30		\$0	10		\$0
Fullsize	2,999	2,107		\$0	46		\$0	19		\$0
Mini Van	889	748		\$0	3		\$0	4		\$0
Standard SUV	892	723		\$0	7		\$0	4		\$0
Standard Pickup	1,339	674		\$0	5		\$0	21		\$0
Intermediate SUV	869	663		\$0	8		\$0	5		\$0
Fullsize Passenger Van	489	347		\$0	16		\$0	1		\$0
Fullsize SUV	162	162		\$0	-		\$0	-		\$0
Cargo Van	91	84		\$0	1		\$0	-		\$0
Economy	39	39		\$0	-		\$0	-		\$0
Premium Pickup	132	37		\$0	5		\$0	2		\$0
<b>Cost Submittal</b>	<b>\$0</b>									
	<b>Historical Volume</b>	<b>Additional Charge</b>	<b>Total</b>							
One Way Rentals	83		\$ -							

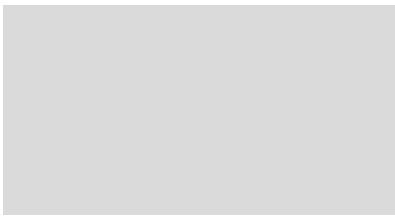
# COMMONWEALTH OF PENNSYLVANIA

Vehicle Rental Services - 6100039477

The fees identified below will not be scored but are important for the Commonwealth to know.

Underage Driver Fee	
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## SOLICITATION ADDENDUM

Date: **01/20/2017**  
Subject: **Vehicle Rental Services**  
Solicitation Number: **6100039477**  
Due Date/Time: **January 27 2017 at 4:00pm EST**  
Addendum Number: **3**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes*

The following documents are attached to this Addendum 3 and made part of this RFP.

1. 6100039477 - Official Questions and Answers 012017
2. Attachment 1 – One Way Data

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: David Kline  
Title: Issuing Officer  
Phone: 717-787-7526  
Email: drkline@pa.gov

# Commonwealth of Pennsylvania One-way Rentals

City Level Detail

Rental City	Rental State	Return City	Return State
CONSHOHOCKEN	PA	WARMINSTER	PA
STROUDSBURG	PA	HARRISBURG	PA
PITTSBURGH	PA	HARRISBURG	PA
ELKINS PARK	PA	PHILADELPHIA	PA
PHILADELPHIA	PA	UPPER DARBY	PA
PHILADELPHIA	PA	ERDENHEIM	PA
ALTOONA	PA	JOHNSTOWN	PA
PHILADELPHIA	PA	STROUDSBURG	PA
STROUDSBURG	PA	PHILADELPHIA	PA
JOHNSTOWN	PA	PHILADELPHIA	PA
SCRANTON	PA	HARRISBURG	PA
NAZARETH	PA	HARRISBURG	PA
ALLENTOWN	PA	HARRISBURG	PA
HARRISBURG	PA	LOWER BURRELL	PA
LOCK HAVEN	PA	HARRISBURG	PA
SHAMOKIN DAM	PA	HARRISBURG	PA
WEST LAWN	PA	READING	PA
ELKINS PARK	PA	GLENSIDE	PA
MECHANICSBURG	PA	HARRISBURG	PA
ERIE	PA	MONROEVILLE	PA
ALLENTOWN	PA	HARRISBURG	PA
BLOOMSBURG	PA	HARRISBURG	PA
LANCASTER	PA	HARRISBURG	PA
BRIDGEVILLE	PA	HARRISBURG	PA
MOON TOWNSHIP	PA	HARRISBURG	PA
WILLIAMSPORT	PA	HARRISBURG	PA
HARRISBURG	PA	STATE COLLEGE	PA
ELKINS PARK	PA	PHILADELPHIA	PA
DU BOIS	PA	ERIE	PA
JOHNSTOWN	PA	GREENSBURG	PA
ERIE	PA	HARRISBURG	PA
WILKES BARRE	PA	STATE COLLEGE	PA
PHILADELPHIA	PA	STROUDSBURG	PA
ALLENTOWN	PA	EASTON	PA
STROUDSBURG	PA	PHILADELPHIA	PA
WILLIAMSPORT	PA	HARRISBURG	PA
HERSHEY	PA	HARRISBURG	PA
HERSHEY	PA	HARRISBURG	PA
HARRISBURG	PA	CAMP HILL	PA
MOOSIC	PA	HARRISBURG	PA
NARBERTH	PA	LANSDALE	PA
MONROEVILLE	PA	MERCER	PA
SOMERSET	PA	HARRISBURG	PA
MEADVILLE	PA	MONROEVILLE	PA
PHILADELPHIA	PA	HARRISBURG	PA
PHILADELPHIA	PA	HARRISBURG	PA
HARRISBURG	PA	LANCASTER	PA
PITTSBURGH	PA	TURTLE CREEK	PA

PHILADELPHIA	PA	CONSHOHOCKEN	PA
SHAMOKIN DAM	PA	HARRISBURG	PA
PITTSBURGH	PA	MIDDLETOWN	PA
ALTOONA	PA	HARRISBURG	PA
ALLENTOWN	PA	HARRISBURG	PA
PHILADELPHIA	PA	GLENSIDE	PA
BEAVER	PA	BEAVER FALLS	PA
MEADVILLE	PA	MIDDLETOWN	PA
PHILADELPHIA	PA	ELKINS PARK	PA
ALTOONA	PA	HOLLIDAYSBURG	PA
SCRANTON	PA	EYNON	PA
PITTSBURGH	PA	CRANBERRY TOWNSHIP	PA
READING	PA	POTTSVILLE	PA
HERSHEY	PA	WAYNESBURG	PA
LOWER BURRELL	PA	HARRISBURG	PA
MOOSIC	PA	EDWARDSVILLE	PA
GREENSBURG	PA	SOMERSET	PA
PITTSBURGH	PA	HARRISBURG	PA
MERCER	PA	CRANBERRY TOWNSHIP	PA
ERIE	PA	HARRISBURG	PA
HARRISBURG	PA	WILKES BARRE	PA
ERIE	PA	NEW CASTLE	PA
SOMERSET	PA	GREENSBURG	PA
PITTSBURGH	PA	LEMOYNE	PA
GETTYSBURG	PA	ALLENTOWN	PA
EYNON	PA	SCRANTON	PA
MERCER	PA	BEAVER	PA
HARRISBURG	PA	MILFORD	PA
WASHINGTON	DC	YORK	PA
CARLISLE	PA	WASHINGTON	DC
ALTOONA	PA	HOLLIDAYSBURG	PA
BEAVER	PA	HARRISBURG	PA
HARRISBURG	PA	POTTSVILLE	PA
SCRANTON	PA	EYNON	PA
HARRISBURG	PA	LEWISTOWN	PA











## SOLICITATION ADDENDUM

Date: **01/24/2017**  
Subject: **Vehicle Rental Services**  
Solicitation Number: **6100039477**  
Due Date/Time: **February 1, 2017 at 4:00pm EST**  
Addendum Number: **4**

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To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes*

- **The solicitation due date time has been extended. The sealed proposal must be received by 4:00pm on Wednesday, February 1, 2017.**
- The following document is attached to this Addendum 4 and is now made part of this RFP.
  - 6100039477 – Official Questions and Answers 012417
    - Question 28 was updated to include historical claims data

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: David Kline  
Title: Issuing Officer  
Phone: 717-787-7526  
Email: drkline@pa.gov

Questions and Answers  
 Vehicle Rental Services  
 6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
1			Will it be made public which companies responded to Appendix D, Intent to Respond Form shortly after the January 10 <sup>th</sup> deadline with their selection category?	No. This will information will not be made public.	2
2		II-4-Evaluation Criteria	What are the total points available for each of the three categories? SDB/SB=200 according to this section but Technical=? and Cost=?	The evaluation criteria is: Technical 30%, Cost: 50%, and SDB/SB: 20%.	2
3		III-1- Qualifications- F. Financial Capability	If the offeror is a privately held company and does not provide financial statements, will the Commonwealth work with the offeror to determine alternative data to satisfy the Commonwealth's requirement?	Yes, the Commonwealth will work with the Offeror to find alternative ways to satisfy the requirement.	2
4		Section III-2 Tasks	In some of the tasks described in this section, you ask to "identify any associated fees". In previous instructions, you ask to keep all cost data separate and only included in the "Cost Submittal" section rather than the "Technical Submittal". We are seeking clarification that it is ok to include this information in the Technical Submittal without the worry of being disqualified.	Do not include this information in the technical submittal. We will be updating the RFP and Cost Submittal with and addendum clarifying this information.	2
5		III-6-Contract Turnover and Transition Assistance	We assume you are simply looking for an acceptance of this term and to not fully describe sections A through C in detail in the RFP response?	Correct. We are looking for acceptance. No response is required.	2

Questions and Answers  
 Vehicle Rental Services  
 6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
6		IV-1-Cost Submittal	If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal”. In order to provide the Commonwealth with the best response, it may be necessary to provide some “assumptions” on services. Should assumptions that are relevant to this RFP be submitted in a separate addendum so the response is not rejected?	No, there should be no assumptions in the cost submittal or in an addendum.	2
7		Part VI- Contract Terms and Conditions	There are many sections that do not apply to this contract (i.e. Recycled Content Enforcement, etc.). Can they be removed or identified by the Commonwealth that they will not apply to this contract?	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
8		Section VI.3	“Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term with supporting documentation justifying the requested rate increase.” With the initial 2 year price stabilization requested in the RFP, can this 3% cap for subsequent rate increases be increased as we are unable to forecast unforeseen cost increases that may significantly exceed 3% (i.e. vehicle cost increases due to future federal regulations, manufacturer changes, etc.)?	No. The cap will remain at 3% for subsequent rate increases.	2

Questions and Answers  
Vehicle Rental Services  
6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
9		VI.7-Purchase Orders	We would request this section be reviewed in detail for possible modifications as Purchase Orders will not be utilized in connection with this Agreement, therefore all references to Purchase Orders should be removed.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
10		VI.8-Independent Prime Contractor	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
11		VI.11-Warranty	We would request this section be reviewed in detail for possible modifications to reflect services in accordance with industry standards.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
12		VI.12-Patent, Copyright and Trademark Indemnity	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
13		VI.22 Taxes	We would request this section be reviewed in detail for possible modifications to include language on any taxes/surcharges that the Commonwealth is not exempt from (i.e. concession fees, etc.).	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
14		VI.24 Hold Harmless Provision	We would request this section be reviewed in detail for possible modifications, including mutual indemnification provisions.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
15		VI.25 Audit Provisions	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
16		VI.26 Default	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2

Questions and Answers  
Vehicle Rental Services  
6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
17		VI.28 Termination Provisions	Termination Provisions- We would request this section be reviewed in detail for possible modifications, including mutual termination provisions.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
18		VI.29 Contract Controversies	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
19		VI.30 Assignability and Subcontracting	We would request this section be reviewed in detail for possible modifications, including mutual provisions.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
20		VI.33 Contractor Integrity Provisions	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
21		VI.34 Contractor Responsibility Provisions	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
22		VI.37 Applicable Law	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
23		VI.39 Order of Precedence	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
24		VI.40 Controlling Terms and Conditions	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2



Questions and Answers  
 Vehicle Rental Services  
 6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
25		VI.42 Background Checks	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
26		VI.45 Insurance-General	We would request this section be reviewed in detail for possible modifications.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	2
27		Appendix A- Cost Submittal Response Template	Should Box Truck rates be added to this appendix?	No.	2
28		III-3.D Insurance Protection	The requested amount of Supplemental Liability is considerably higher than industry standard for the stated estimated volume of the contract. Industry standard for similar contracts would be 100,000 per person/300,000 per accident/25,000 property. We request the limits be more in line with the standard (Limits above and beyond these could affect our ability to bid). Does the Commonwealth have data for historical claims that can be shared?	The Commonwealth will not change the limits as specified by section III-3.D. The Commonwealth will provide historical claims data in a separate addendum.  In calendar year 2016 there were 185 claims resulting in \$152,021.57 in cost.	3 and 4
29		VI.11 - Warranty	Warranty - We are not the manufacturer of vehicles and therefore cannot warranty that the vehicles are clear of defects in workmanship or materials. We can represent that vehicles are maintained pursuant to manufacturer's specifications. Would this be acceptable to the Commonwealth?	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	3

Questions and Answers  
 Vehicle Rental Services  
 6100039477

Question #	RFP Page #	RFP Section Reference	Question	Answer	Addendum
30		I-21 Term of Contract	The proposed term is 2 years, with the State having the option for 3 additional 1 year terms (I-21). We request the Commonwealth allow for mutual agreement for additional 1 year terms?	The Commonwealth will not consider any modifications to this section.	3
31		V1.26-Default	We request a cure period be provided for the Supplier to cure the alleged breach of the agreement prior to the agreement being terminated for cause.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	3
32		VI. 45 – Insurance	As with others in the industry, we are self-insured. We request the ability to meet specification as a self-insured entity.	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	3
33		Appendix L	We will not be providing “technology solutions” to the State under this Agreement, and there are certain requirements in Appendix L (i.e., SSAE-16 SOC2 audit) . Therefore, Appendix L does not appear to be applicable. Would the Commonwealth agree with that statement?	Appendix L is applicable in accordance with requirements stated in III-2.B	3
34		III-2.F	Does the Commonwealth have detailed data on one-way rentals? Pick-up and Drop off Cities, specifically?	Please see attachment 1 titled “6100039477 - One-way Data” included in addendum #3.	3
35		VI.17 – Post Consumer Recycled Content	This does not appear to apply to the services to be provided hereunder. : Is the Commonwealth willing to eliminate this provision?	Please refer to Part III Section III-7, Objections and Additions to Standard Contract Terms and Conditions.	3

**EXHIBIT B**

**FINAL NEGOTIATED PRICE SUBMITTAL**

## Use This Sheet for Information on Proper Completion of this Cost Submittal Worksheet and Non-Scored information Worksheet

**GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK** - This Cost Submittal (**Appendix D**), must be completed in its entirety. Failure to return a completed Cost Submittal Worksheet will result in rejection of your proposal.

The total proposed cost is broken down by car class and rental periods, as shown on the tab that follows.

The 'Non-Scored Information' tab contains categories of fees that are useful for the Commonwealth to know but will not be scored as the tab name suggests.

### **COMPLETION OF THE COST SUBMITTAL TAB:**

1. Click on the "Cost Submittal" tab at the bottom of this workbook.
2. Complete the top portion of the form to include all contact information (yellow cells only).
3. Historical Annual Quantities are included for daily, weekly and monthly rentals for reference and for the purpose of calculating a total cost for scoring (see RFP Part IV-1).
4. Enter rental rates (two decimal places are allowed for dollar amounts) in yellow cells in Rows 15 - 27 for ALL car class and rental periods. **Offerors MUST enter rates for all car class and rental periods.** The Cost Submittal Total will automatically calculate at the bottom of the sheet.

**COMMONWEALTH OF PENNSYLVANIA**

Vehicle Rental Services - 6100039477

Appendix A - Cost Submittal Respnse Template

<b>Offeror Name:</b>	Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car
<b>Company Address:</b>	2625 Market Place
	Harrisburg, PA 17110

<b>Contact Person &amp; Title:</b>	Douglas J. Paskowski/Director of Business Rental Sales
<b>E-mail:</b>	<a href="mailto:douglas.i.paskowski@ehi.com">douglas.i.paskowski@ehi.com</a>
<b>Phone:</b>	717-909-5006
<b>Vendor Number:</b>	362289

**Rental Periods & Rates**

Rates submitted by awarded Offeror shall be firm for the first two (2) years (initial contract term).

Vehicle Class	Total Annual Rental Days By Vehicle Class	Daily			Weekly			Monthly		
		Historical Quantity	Rate	Total	Historical Quantity	Rate	Total	Historical Quantity	Rate	Total
Standard	23,368	19,831	\$34.50	\$684,170	201	\$189.75	\$38,140	71	\$690.00	\$48,990
Intermediate	12,623	9,763	\$34.50	\$336,824	190	\$189.75	\$36,053	51	\$690.00	\$35,190
Compact	4,324	3,814	\$33.00	\$125,862	30	\$181.50	\$5,445	10	\$660.00	\$6,600
Fullsize	2,999	2,107	\$37.00	\$77,959	46	\$203.50	\$9,361	19	\$740.00	\$14,060
Mini Van	889	748	\$55.00	\$41,140	3	\$302.50	\$908	4	\$1,100.00	\$4,400
Standard SUV	892	723	\$55.00	\$39,765	7	\$302.50	\$2,118	4	\$1,100.00	\$4,400
Standard Pickup	1,339	674	\$55.00	\$37,070	5	\$302.50	\$1,513	21	\$1,100.00	\$23,100
Intermediate SUV	869	663	\$52.00	\$34,476	8	\$286.00	\$2,288	5	\$1,040.00	\$5,200
Fullsize Passenger Van	489	347	\$97.00	\$33,659	16	\$533.50	\$8,536	1	\$1,940.00	\$1,940
Fullsize SUV	162	162	\$82.00	\$13,284	-	\$451.00	\$0	-	\$1,640.00	\$0
Cargo Van	91	84	\$55.00	\$4,620	1	\$302.50	\$303	-	\$1,100.00	\$0
Economy	39	39	\$33.00	\$1,287	-	\$181.50	\$0	-	\$660.00	\$0
Premium Pickup	132	37	\$65.00	\$2,405	5	\$357.50	\$1,788	2	\$1,300.00	\$2,600
<b>Cost Submittal</b>				<b>\$1,685,450</b>						
		<b>Historical Volume</b>	<b>Additional Charge</b>	<b>Total</b>						
<b>One Way Rentals</b>		83	\$0	\$ -						

No charge for one ways within the Commonwealth and DC/Baltimore airports. Fees will apply for other one way needs.

# COMMONWEALTH OF PENNSYLVANIA

Vehicle Rental Services - 6100039477

The fees identified below will not be scored but are important for the Commonwealth to know.

Underage Driver Fee	\$10.00/day for 18-20 year old drivers
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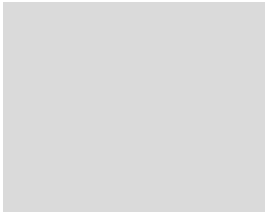


EXHIBIT C

SMALL DIVERSE BUSINESS AND SMALL BUSINESS  
PARTICIPATION SUBMITTAL



**APPENDIX H  
SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)  
PARTICIPATION SUBMITTAL**

**Project:** Vehicle Rental Services RFP 6100039477

**Offeror Firm:** Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car

**Offeror Contact Name:** Greg Cavoli **Email:** Gregory.J.Cavoli@ehi.com

**OFFEROR INFORMATION:**

Is your firm a DGS-Verified Small Diverse Business?      Yes    No   (MUST check one)

Is your firm a DGS-Self-Certified Small Business?    Yes    No   (MUST check one)

**SUBCONTRACTING INFORMATION:**

**Percentage Commitment for SDB and SB Subcontracting Participation**

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Offeror commits to the following percentages of the total contract cost for Small Diverse Business and Small Business subcontracting participation.

**Small Diverse Business Subcontracting percentage commitment:**

**7.3%**  
(Figure)

**Seven and three tenth's Percent**  
(Written)

**Small Business Subcontracting percentage commitment:**

\_\_\_\_\_ %  
(Figure)

\_\_\_\_\_ **Percent**  
(Written)

**Listing SDB and SB Subcontractors**

The Offeror must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB firm name, SDB or SB designation, SDB/SB Primary Contact Information, a description of the service or supplies the SDB/SB will provide, fixed percent of total contract cost committed, estimated dollar value of each commitment, and an indication as to the Offeror’s intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offeror must also include a Letter of Intent as indicated in RFP Part V, Section V-3 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of total Contract Cost Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Clark Resources	SDB	Frederick A. Clark fredclark@fclarkresources.com	Logistics, Strategic Planning, Help Desk, Diversity Consulting	7.3%	\$250,000.00 for initial two year term (\$125,000.00 annually)	Yes

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477  
**APPENDIX I**  
**SMALL DIVERSE AND SMALL BUSINESS**  
**LETTER OF INTENT**  
**Final Negotiation**

May 19, 2017

Frederick A. Clark  
President/CEO  
Clark Resources  
321 North Front Street  
Harrisburg, PA, 17101

Dear Fred:

This letter serves as confirmation of the intent of Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car to utilize Clark Resources on RFP Vehicle Rental Services 6100039477 issued by the Pennsylvania Department of General Services.

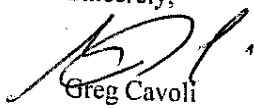
If Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car is the successful vendor, Clark Resources shall provide logistical, strategic planning and help desk services to support our snow removal, landscaping and special services needed at our off site locations during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: during the initial two year contract term and subsequent three one year extensions from beginning of effective date of contract.

These services represent 7.3% of the total cost in the Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car cost submittal for the initial term of the contract. Based on final negotiated contract pricing and actual contract usage or volume, it is expected that Clark Resources will receive an estimated \$246,075.70 during the initial contract term (two year initial term).

Clark Resources represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car for its SDB/SB submission.

We look forward to the opportunity to serve the Pennsylvania Department of General Services on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,



Greg Cavoli  
Executive Vice President/General Manager  
Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car  
717-909-5000

Acknowledged,



Frederick A. Clark  
President/CEO  
Clark Resources  
717-230-8861

EXHIBIT D

TECHNICAL SUBMITTAL

## ENTERPRISE HOLDINGS.

May 19, 2017

David Kline  
Complex Procurement Consultant  
Department of General Services  
Bureau of Procurement  
555 Walnut Street  
Harrisburg, PA 17101

Enterprise Holdings  
PENRAC, LLC  
2625 Market Place  
Harrisburg, PA 17110  
717.909.5000 o  
717.909.5099 f  
enterpriseholdings.com

David,

Based on our last discussion on Thursday, April 27<sup>th</sup>, the below information should recap the final terms that were mutually agreed upon. We look forward to the contract stage next. Thank you for all of your help during the RFP process for us to create a sustainable program for the future that will help the Commonwealth with its GO-TIME initiatives.

To confirm our best and final proposal, Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car will provide the following:

Rates as exhibited in attached Appendix A.

A modified Quick Start program to be available Sunday through Thursday.

A "matching" fuel policy which would provide the existing level of fuel at the beginning of the rental (no full tank requirement).

Roadside Assistance Protection (RAP) will be included.

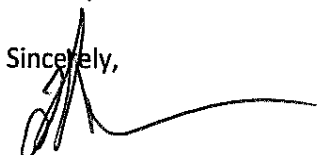
A one percent (1%) rebate paid annually once a volume threshold hits a \$1.35 million annual revenue figure.

Enterprise rental branch located at the Commonwealth garage will operate Monday through Friday from 7:00am-4:30pm.

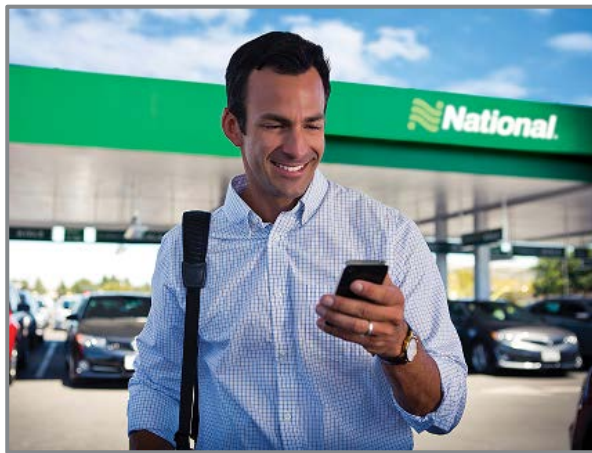
Pay a monthly rental fee of \$100.00 to the Commonwealth for the use of the facilities at 2221 Forster Street garage for the on-site rental branch.

Thank you!

Sincerely,



Douglas J. Paskowski  
Director of Business rental Sales



## Car Rental Proposal for

# The Commonwealth of Pennsylvania

Vehicle Rental Services-RFP Number 6100039477

February 1, 2017

### III-1. Qualifications.

**A. Prior Experience.** Offerors shall include in their Technical response experience in vehicle rental services depicting the following:

- 1. Corporate Background.** Overview of your company, total number of employees, nationwide and Pennsylvania-specific footprint (including total number of rental locations), national fleet size, Pennsylvania statewide fleet size and composition by vehicle type, Pennsylvania region-by-region fleet size and composition by vehicle type, access to handicap vehicles, and any other pertinent information you would like the Commonwealth to know.

#### Offeror Response



National Car Rental and Enterprise Rent-A-Car are internationally recognized brands owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of 1.9 million vehicles and a network of more than 8,200 car rental locations in neighborhoods and at airports worldwide. In the United States the employee count exceeds 81,000. Within the Commonwealth of Pennsylvania, we have more than 200 locations, 40,000 vehicles and 2,800

dedicated employees. We lead the industry with more than a third of all airport business in the United States and Canada.

#### History

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

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

#### Dedication to Service

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

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

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

#### Customer Satisfaction

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

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

## Looking Toward the Future

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

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

For a comprehensive look at our sustainability efforts, please reference [Exhibit A](#).

Ranked No. 15 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

National Car Rental and Enterprise Rent-A-Car combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to more Pennsylvania Commonwealth travelers in 2017 and beyond.

## Our Fleet

National Car Rental and Enterprise Rent-A-Car own and operate 1.9 million cars and trucks — the largest fleet of passenger vehicles in the world today. We are committed to providing quality vehicles to the business traveler. With more than 350 makes and models, we continually invest in and replenish our fleet to maintain an average fleet age of eight months.

The goal of our Vehicle Acquisition Department is to ensure that our customers enjoy an optimal balance between the availability of new, low-mileage vehicles and the cost savings that benefit customers when we utilize vehicles in our fleet for longer periods. National and Enterprise work in partnership with manufacturers to provide customers with a variety of vehicles for all their transportation needs. We also leverage our manufacturer relationships to introduce new vehicles and new vehicle technologies, and alternative-fueled vehicles to the driving public.

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

We have provided overall statewide figures, however, region-by-region fleet size and composition by vehicle type as requested in this section is not provided for competitive reasons. We hope that the above information of our statewide operations as well as our performance of the existing contract is sufficient information to satisfy this requirement. We are willing to provide region-by-region information, if deemed necessary, in the next stage of the RFP process.

For a look at our standard Fleet Guides please reference [Exhibits B-1, B-2 and B-3](#).

## Mobility Devices

National and Enterprise are committed to providing a range of mobility devices for persons with disabilities. We offer a range of adaptive driving devices, including hand controls, spinner knobs, pedal extenders, and left-foot accelerators. These are provided at no charge on a variety of compatible vehicles. During the fulfillment of the existing contract in the past 4 plus years, we have provided adaptive driving devices when required.

### Installation Timeframes

National and Enterprise require two business days' notice for vehicles to be equipped with mobility devices. However, at certain major airport locations, mobility device-equipped vehicles may be available in 24-hours, with some locations being able to offer devices with as little as 8 hours' notice.



**Availability**

If a vehicle in the reserved car class with the requested mobility device is not available, our policy is to upgrade the reservation to the next highest available car class at no additional charge. This free upgrade also applies when the requested car class is incompatible with the specified mobility devices.

**Services**

Enterprise's "We'll Pick You Up" service is available for mobility device-equipped vehicles. Our home-city locations can provide pick-up and delivery service in either the car the customer will be renting or a car of the same class.

## Reservations and Customer Service

We employ a dedicated Renters with Disabilities team, trained in handling inquires and reservations. For reservations and more information, renters may call:

National: 888-273-5262 (users of TTY devices use 800-328-6323)

Enterprise: 866-225-4284 (users of TTY devices use 866-534-9270)

## Enterprise Business Segments

### Enterprise CarShare

Enterprise CarShare uses cutting-edge technology to deliver a fully functional solution for car sharing. The Commonwealth can be confident that a decision to offer car sharing through Enterprise CarShare is a decision to partner with Enterprise and its industry-leading network of offices and employees. We are committed to offering the best program in car sharing.

The Enterprise CarShare program includes:

- A fully automated transportation solution for users with either domestic or international driver's licenses. We do not use the Department of Motor Vehicles' Traffic Conviction Point System to determine member eligibility, which allows us to provide the most inclusive membership enrollment program in the industry.
- A comprehensive, local service, featuring:
  - A dedicated support team
  - Marketing support for on-site and community events
  - Vehicle maintenance and mechanical repair
  - Interior and exterior cleaning
- 24/7 customer service
- Roadside assistance at no cost per call.
- An onboard fuel card, accepted at more than 180,000 fuel stations.
- Physical damage and liability protection, with additional options for extended coverage for business use.
- Appropriate signage to properly identify parking locations free of charge.

### Enterprise Rideshare

With traffic getting worse every year, commuting to work is getting more costly and stressful every day. By commuting in an Enterprise vanpool, commuters can eliminate travel stress and dramatically reduce the cost of driving to work. Additionally, Enterprise Rideshare vehicles have access to HOV (High Occupancy Vehicle) lanes, which have been estimated to reduce commute time by 40 minutes per day.

Enterprise's full-service vanpool package typically caters to a group of 7 to 15 coworkers who each pay one low monthly rate. Each vanpool is designated a late-model, well-equipped vehicle for maximum carpooling comfort, plus comprehensive maintenance, roadside assistance, and insurance.

In participating markets, Rideshare travelers can create or find vanpools or carpools that match their exact schedule and route. By utilizing this option, participants save money on gas and avoid high mileage, frequent maintenance, and premature decrease in value of personal vehicles.

## Zimride

Enterprise is proud to offer Zimride, the largest ride-matching product in the United States, to employers within your service area. With this product, employers and riders will be able to organize vanpools even more effortlessly than with traditional ride-matching methods.

Zimride is a social networking tool that allows potential riders to find or create vanpools based on their normal routes to work. By connecting to social network sites, such as Facebook or Twitter, users can see who is riding in each vehicle and how to join them. Both employers and employees can benefit from using Zimride:

- Employers can analyze employee travel data to find and evaluate cost-saving transit measures.
- Employees can quickly and easily find coworkers who want to share a ride, without ever leaving their desks or attending special formation meetings.

Many organizations such as PriceWaterhouse Coopers successfully use Zimride. Enterprise's brand and marketing ability, together with Zimride's powerful use of social media, make an ideal partnership to expand the scope of vanpooling.

### Methods of Success

Zimride uses three methods to inform users and employers how a program works, who is riding together, and how to join a program.

- **Leveraging Trust:** Users can connect through their social networking profiles, complete with "wall posting" ability. Privacy controls are easily toggled for degrees of search visibility and peer review anonymity.
- **Building a User Base:** A well-designed Web 2.0 interface and community-specific marketing programs creates a large network for each community, so many can find local vanpools.
- **Measuring Results:** Employers can pull data on usage, trip statistics, and greenhouse gas emissions in real time. This assists employers in determining how well the vanpool program is working.

These methods will deliver the best success to any program for both users and employers.

## Fleet Management

Enterprise Fleet Management allows corporate customers to lease a specific number of vehicles at a guaranteed rate for a period of longer than 12 months. Every year Enterprise Fleet Management works with automobile manufacturers to provide the necessary guidance and products for businesses to manage their fleets — on average 15 to 125 vehicles — at the highest productivity levels and lowest cost. Fleet Management offers the products and services that customer's need, such as:

- Vehicle acquisition
- Fleet financing
- Fleet maintenance
- Fleet insurance services
- Fleet fuel management
- Fleet credit card services
- License and registration
- Vehicle disposal
- Reporting and Internet tools

More importantly, Enterprise Fleet Management is committed to providing a level of local customer service that is unmatched in the industry.

## Car Sales

Enterprise Car Sales offers customers one of the industry's most diverse, continually revolving inventories of more than 120 makes and models. Our inventory is comprised of high-quality, low-mileage, ASE-certified (Automotive Service Excellence) used vehicles — mainly from our car rental fleet.

Car Sales offers what we have dubbed our Perfect Used Car Package. This includes:

- Hagggle-Free Buying
  - No-hagggle pricing set below Kelley Blue Book standards
  - Vehicle certification
  - Trade-ins and financing
- Worry-Free Ownership
  - Seven-day repurchase agreement
  - 12-month/12,000-mile Limited Powertrain Warranty
  - Vehicle service contracts
  - Enterprise roadside assistance
  - Free Vehicle History Report from CARFAX

## Enterprise Truck Rental

Enterprise's fleet of late-model, well-maintained trucks are the perfect solution no matter what your rental needs are. Available for daily, weekly or monthly rentals, our driver-friendly trucks and vans help get the job done whether it is a weekend household move, a supplement to your business fleet, or a replacement for vehicles out for repair.

Enterprise Truck Rental specializes in light-to-medium-duty truck rental. All of our trucks are commercially equipped and available when you need them, even during the end-of-the-month, holiday, or summertime crunches.

Our Truck Rental division honors Enterprise's "We'll Pick You Up" program. Whether you prefer to visit the branch to pick up the truck, have an associate pick up your driver, or have the truck delivered to the place of business, we provide customized options designed to meet your needs. As part of our commitment to you and your business, our pickup service is free and requires no advance reservation.

We are committed to providing Custom Business Solutions that fit your unique business needs. By working with you, your business, and your schedule, we make commercial truck rental easier. Whether you need daily, weekly, or monthly invoicing, we provide customized billing. Your dedicated account representative will be your point of contact to ensure that invoicing fits your accounting requirements.

In the event of a roadside event, we understand the value of getting your truck back on the road quickly and safely. Our roadside assistance network helps to ensure that wherever you are in the United States, on-the-spot service is available to maximize uptime and minimize downtime. Whenever permissible and safe, repairs are made on the side of the road. Our Preventive Maintenance team regularly services the vehicles to minimize the need for roadside assistance. We can also arrange to replace vehicles that are scheduled for regular maintenance so you do not experience any interruption in service during your rental.

Each Truck Rental employee is knowledgeable, empowered, and committed to making your experience the best it can be. Our professional employees are committed to your complete satisfaction. We work hard to meet and exceed customer expectations for service and value every single day. We strive to establish long-term relationships, not simply one-time rentals. Our trained staff knows and understands your business. We are willing to go the extra step to ensure that you have the vehicle you need when you need it.

Please reference **Exhibit C** for more information regarding the Enterprise Total Transportation Solution.

- 2. Corporate Experience.** Experience in public sector vehicle rental program delivery, particularly your experience serving clients of a similar size and program scope to the Commonwealth. Clients referred to must be identified and the name of the customer shown, including the name, title, address, email address and telephone number of the responsible official of the customer, company, or agency who may be contacted.

### **Offeror Response**

#### About Enterprise Rent-A-Car

Founded in 1957 and known for an extensive network of convenient locations, affordable rates and outstanding customer service, Enterprise Rent-A-Car is an internationally recognized brand with fully staffed airport and neighborhood offices in the U.S. With a location within 15 miles of 90 percent of the U.S. population, Enterprise operates not only as a key provider for insurance replacement, weekend getaways and special occasions, but also as a local transportation alternative.

#### Enterprise Overview

For nearly 60 years, Enterprise has been known for our low rates, convenient locations, and award-winning customer service. Enterprise Rent-A-Car is the first choice for business travelers who need to rent near their home or office while providing their company savings.

Our award-winning approach to exceeding our customers' expectations has made our name synonymous with superior customer service. Our goal is to ensure that every traveler is completely satisfied with the services we provide.

Enterprise Rent-A-Car has long been the go-to car rental solution for local, national and global corporations, government entities, higher education and travel agencies. Enterprise is by far the best selection to provide the Commonwealth of Pennsylvania a total transportation solution. In addition, Enterprise stands ready to help the Commonwealth with other transportation cost saving programs like car sharing, Commercial Truck, Fleet Management, Rideshare, Vanpool and Car Sales.

While other car rental companies focused solely on the airport customer, Enterprise recognized a need for local neighborhood locations and is now the largest home city car rental provider in the nation. Many customers find the convenience that our neighborhood locations provide far more useful than airport locations or unmanned kiosks.

In addition to the Commonwealth of Pennsylvania's existing agreement, Enterprise Holdings has business partners and satisfied customers in every state of the nation. Upon request we can identify specific programs that have similar conditions to the Commonwealth's for comparison. For references we have listed mostly Pennsylvania based companies however, many more references are available upon request.

For a sampling of satisfied customers please refer to our list of references in **Exhibit D**.

**B. Personnel.** Number of staff, including executive and professional personnel, who will be engaged in the work. Identify these individuals and their physical location during the time they will be engaged in the Project. For key personnel – the Account Manager(s) and any others you deem critical - include the employee’s name and, through a resume or similar document, the individual(s)’ education and experience in public sector vehicle rental program delivery. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

### *Offeror Response*

Professional local account management is a significant advantage for Enterprise. Our commitment is to select and assign account managers based on the location of your company. It is our belief that the Commonwealth will get the highest quality customer service and individual attention from an account manager who lives and works in your area. Doug Paskowski, Director of Business Rental Sales, is located in Harrisburg, PA and will be your overall, dedicated single point of contact.

Doug has more than 21 years of client relations experience and has been involved with the current Commonwealth agreement for over ten years. His personal commitment to this program has and will continue to go unmatched by any other vendor. Doug will continue to provide one-on-one customer service with your team to develop a rental program that effectively controls costs. Not only does Doug understand the nuances involved with Commonwealth policy, he knows how to create, implement and keep a successful car rental program going.

Your account will also be supported by an Area Manager, individual Branch Managers and a Sales Coordinator. All account management is based in the Commonwealth for fast yet personal resolution of any concerns or issues that may arise. Due to our current relationship with the Commonwealth all support teams are familiar with the current agreement and will seamlessly continue their commitment to provide and exceed the level of customer service that the Commonwealth has come to expect.

A complete resume for Doug Paskowski, can be found in [Exhibit E](#).

**C. Staffing by Location.** Number of offices and rental locations within the Commonwealth by location type (e.g. airport location, non-airport location, unmanned kiosk). Complete [Appendix X, Location Listing](#), which lists out the Commonwealth’s top 50 high-usage cities. Provide your closest rental location, the number of miles from your closest location to each high usage city, and the average number of staff at each location on an average day.

### *Offeror Response*

In Pennsylvania we have more than 200 staffed Enterprise locations, with over 2,800 employees ready to support your car and truck rental needs. Our large network of locations provides your travelers the convenience of renting vehicles closer to home or work without the added costs that come from renting at an airport.

Successful businesses are recognizing the many benefits and cost savings of our mileage reimbursement alternative that promotes renting instead of reimbursing for miles. Enterprise’s Mileage Reimbursement Alternative also reduces liability exposure, personal vehicle breakdown cost, and provides the added convenience of free roadside assistance.

In addition, the Commonwealth can identify which agencies have mini motor pools and determine if they are needed. If these agency motor pools are not being used efficiently and an Enterprise location is conveniently located, some of the Commonwealth vehicles could be reassigned or deleted, again saving the Commonwealth money.

See [Appendix B](#), Location listing for detailed information.

In addition, for visual representation of our coverage area, we have provided maps in **Exhibits F-1 and F-2**.

**D. Subcontractors:** Subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Contract. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Contract without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Offeror's subcontractor information should include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided should also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

### **Offeror Response**

National Car Rental and Enterprise Rent-A-Car do not utilize subcontractors for daily rental branch operations for personnel. The only subcontractor opportunity would be in the small diverse program and that will be reviewed in that section of the RFP.

**E. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

#### *Offeror Response*

Since the agreement negotiated in 2008 from RFEI 15-001 and the existing agreement from 2012, we have made education of the Commonwealth traveler a very important part of the implementation process.

Over the past eight years we have met with the Director of Travel Operations, the Bureau of Vehicle Management and other Agency representatives to train them on how to use our programs and reap the biggest reward. Enterprise has helped the Commonwealth develop informational materials for their employees, our Account Management teams have attended quarterly Super User Group (SUG) meetings to explain and answer questions regarding the collaboration between Enterprise and the Commonwealth and we have attended meetings with various agency offices throughout the Commonwealth to identify rental needs and procedures. The Commonwealth can depend on Enterprise to deliver the same level of quality customer service that we deliver now and that we are recognized for worldwide.

Again, our local Area Managers (30), Branch Rental Managers (200) and Business Rental Sales Executives (15) are familiar with every aspect of the Commonwealth's current agreement. All individuals involved look forward to the opportunity to collaborate and develop new programs and opportunities that benefit both the Commonwealth and Enterprise. We truly value the relationship that has been created between both agencies.

**F. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also, include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

#### *Offeror Response*

##### *Financial Highlights and Credit Outlook*

Ranked No. 15 on the *Forbes* America's Largest Private Companies list, Enterprise Holdings, the operating company of National Car Rental and Enterprise Rent-A-Car, is unparalleled in size, strength and stability.

As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.



This has made us the only investment-grade car rental company. Standard and Poor's Rating Services recently raised Enterprise Holdings' credit rating to BBB+ due to our improved financial profile, with "stronger credit ratios due to continued strong cash flow...and substantial debt reduction."

Fiscal Year	Annual Revenue (Worldwide)
2016	\$20.9 billion
2015	\$19.4 billion
2014	\$17.8 billion
2013	\$16.4 billion
2012	\$15.4 billion
2011	\$14.1 billion
2010	\$12.6 billion
2009	\$12.1 billion
2008	\$13.1 billion

All reported numbers include Enterprise Holdings and its affiliate Enterprise Fleet Management.

	Long-Term Debt	Commercial Paper	Outlook
Moody's	Baa1	P-2	Stable
Standard + Poor's	BBB+	A-2	Stable
Dominion Bond Rating Service [Canada]	A [low]	R-1 [low]	Stable

Enterprise Holdings achieved record growth in profitability during the 2016 fiscal year. Year-over-year we have increased revenue grow of 8.1 percent.

Although we are unable to release our company's audited financial statements, please review **Exhibit G** for further information regarding our financial strength. We believe that this document will establish significant insight into our company's financial stability and economic capability to perform the contract requirements.

**III-2. Tasks.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**A. Implementation Plan.** Provide a preliminary implementation plan outlining the work streams, major milestones, and all steps required to implement the contract. Be sure to indicate the number of resources assigned to manage the implementation, their names and titles, as well as any Commonwealth resources that may be required by role and the number of hours associated with their support efforts.

## Offeror Response

### Account Implementation Procedures

Initial implementation of Enterprise Holdings rental services to the Commonwealth was successfully accomplished in 2008 and further enhanced in 2012 when we were awarded the existing rental contract. Because this was the first time in the Commonwealth's history of providing rental services to its employees, both Enterprise and the Commonwealth worked together to develop implementation procedures that were beneficial to both.

Many programs that have been created specifically between Enterprise and the Commonwealth will continue to be utilized. For example, the Ground Travel Worksheet that is currently in use to determine the most cost effective mode of transportation depending on individual trip requirements will remain.

Upon award of the 2012 contract, Enterprise and the Commonwealth collaborated and created a customized website which featured a reservation system unique to the Commonwealth. The website, still in use today, includes proper agency identification, coding requirements for billing, nationwide reservation options, educational information for contract compliance and confirmation emails, just to name a few features.

To complement the website and further expedite the time renters take to make a reservation, we can create an instant enrollment link for travelers to join our frequent renter program, Emerald Club. While we were not able to utilize the Emerald Club program previously, due to Commonwealth policy, we are more than happy to revisit the program if necessary. For a comprehensive look at the Emerald Club program please reference [Exhibit H](#).

At any time during the current RFP process the Commonwealth would like to discuss modifications to any existing program, Enterprise is open to those discussions and look forward to the opportunity to continue to make the Commonwealth's program the best in the nation.

There were many hours of internal and external meetings during the implementation process to determine the proper procedures. During the previous implementation we met with staff of the Governor's Office, Department of Vehicle Management, Technology Information, Finance, Budget and many other agencies. To monitor progress, for any future enhancements, we will use a timeline and strategy checklist to ensure thorough implementation. Our timeline notes all pertinent action items as well as the expected completion dates and other relevant information.

Enterprise will provide all necessary implementation and marketing materials for distribution to your employees. We will provide documents for the Commonwealth intranet and emails that outline services and benefits available to your employees. In addition, your account management team will continue to conduct travel seminars to reacquaint your renters with our services.

**B. Website/Portal Customization.** Provide a detailed description of the features and functions of the customized website you will provide for the Commonwealth. Describe any features that may make it easier for the Commonwealth to track spend and utilization by various Commonwealth agencies and/or any other key performance indicators. The Commonwealth will need this website/portal to allow it to communicate critical travel information to Commonwealth business travelers such as policy changes, inclement weather warnings, and other travel related information. Indicate the amount of time it will take to customize the Commonwealth's vehicle rental website/portal from the contract Effective Date. Please submit an implementation plan for the development of this tool.

### *Offeror Response*

As mentioned in the section above, a unique, customized website was developed when the existing agreement was completed between the Commonwealth and Enterprise. **Exhibit I** includes screen shots of the website however, to access the full website simply visit [http://www.enterprise.com/car\\_rental/deeplinkmap.do?bid=028&refId=COPATRAV](http://www.enterprise.com/car_rental/deeplinkmap.do?bid=028&refId=COPATRAV) or access it through the DGS homepage.

The website that was developed by Enterprise and the Commonwealth has become an indispensable tool for both programs. It is the key component for proper agency billing. The required billing information is collected during the reservation process using this website and then transferred to the final billing approval process. The unique Ground Travel Worksheet created for the Commonwealth is an extremely important part of the website as it initially determines the most cost effective mode of transportation prior to making a reservation.

The mutual development, subsequent testing, successful launch and implementation as well as some modifications that have been made during the past 4+ years is a testament to the business relationship and cooperation between the parties to find the best product for the end user.

While Enterprise is satisfied with the website and its capabilities we are open to discuss, help develop and help implement any modifications that the Commonwealth may see as critical.

**C. Vehicle & Customer Pick-up/Drop-off.** The Commonwealth would like to understand the degree to which your company offers customer pick up and drop off options, as well as any vehicle pick up or drop off options. Describe your ability to provide vehicle and customer pick-up/drop-off services to Commonwealth business travelers.

### *Offeror Response*

For over 50 years Enterprise has been the pioneer in pickup service throughout the United States. While the rest of the industry competed at the edge of America's runways, Enterprise took the company into neighborhoods — where customers live and work. We now operate nearly 6,000 rental locations, conveniently situated within 15 miles of 90 percent of the United States.

With minimal time restraints, the Enterprise "We'll Pick You Up" service is available to our customers. With a 24-hour notice, we will pick up an employee at any home or business address during normal business hours. Depending upon seasonal and business demands, this 24-hour notice might be reduced. Our local Enterprise branch will work closely with you to meet all of your pick-up needs.

Return of the vehicle will be just as convenient. If the vehicle is returned during normal business hours, Enterprise will take the driver back to their original location – home or work.

When a rental is required prior to normal operating hours, Enterprise will work with the renter to find an alternative that is mutually convenient. Alternatives could include picking the vehicle up the previous evening, use of an airport location with extended hours or possibly vehicle delivery. With more than 200 locations in Pennsylvania, we are close to all agencies in the Commonwealth to provide this level of service. Our extensive neighborhood locations also provide the opportunity for an employee to pick up a vehicle closer to their home.

Through our current service agreement with the Commonwealth, Enterprise has come to know your current needs and requirements. With this personal connection with the Commonwealth renters, we provide options based on their individual needs. We believe our comprehensive location network throughout Pennsylvania has been the most important aspect of the program's success. We continue to modify our services, including expanded weekend hours and after hour drop boxes to offer Commonwealth employees the best options to pick up a rental a vehicle.

**D. Vehicle Pick-up and Return Hours.** The Commonwealth's standard operating hours are as follows: 7:00 AM – 6:00 PM ET. Describe how you will accommodate this schedule, include in your response all weekday, weekend, and holiday hours by Pennsylvania location. Provide this information in **Appendix B, Location Listing** and submit it as part of your Technical Submittal.

#### *Offeror Response*

In response to Section D, we have completed **Appendix B** with all pertinent information and submitted the Location Listing along with our Technical Submittal. In addition, we have provided a map of locations in **Exhibit F**.

**E. After Hours Vehicle Pick-up and Return.** Offerors must describe the options available for after-hours and weekend vehicle returns (such as a key drop box). On occasion, it may be necessary for Commonwealth business travelers to depart or return outside of the standard vehicle pick-up and return hours.

#### *Offeror Response*

Enterprise will accommodate for after-hours and weekend vehicle returns (such as a key drop box). We understand that on occasion, it may be necessary for Commonwealth business travelers to depart prior to 7 am. Provisions will be made for these early departures, such as a pick-up after 4 pm the day before or other special arrangements for pick-up on the morning of the rental.

Please reference **Appendix B** for details on pick-up and return, including weekend hours and extended airport location hours. With the current Commonwealth agreement, we understand the circumstances regarding this inquiry and have worked within the existing agreement to offer concrete solutions. We will continue to show our good faith efforts and work with the Commonwealth employees to determine the best course of action when these situations arise.

**F. One-way Rentals.** For in state rentals, define a one-way rental and, summarize your one way rental policy. Historically, one way volume has been low and for the measured time frame it is 83 one way trips per year. **The Commonwealth** prefers that there be no additional fee for one-way rentals, provided the vehicle is returned to one of the Offeror's regular branches in the Commonwealth or to any Baltimore or Washington airport.

#### *Offeror Response*

For rentals originating within the borders of the Commonwealth of Pennsylvania, but dropped at a different location within the Commonwealth, there will be no additional drop fee applied for these one-way rentals.

There is no additional drop fee for a rental that originates or ends at a Baltimore or Washington, DC airport or dropped at a location within the Commonwealth. When a vehicle is rented as a one-way from a Commonwealth location and returned anywhere outside of the Commonwealth (except for Baltimore or Washington, DC airports) the fees outlined in the Cost Submittal will apply.

**G. Vehicle "Sold out" Situations.** Provide a plan of action to service Commonwealth business travelers when the rental location where a reservation has been made in advance is sold out of vehicles and the traveler is left without a rental vehicle. Include in your proposal where responsibility for costs would lie and the time frame in which the situation will be remedied.

#### *Offeror Response*

Every year, we help millions of business travelers arrive on time; their success depends on it, and so does ours. We carefully manage our fleet to ensure that travelers can rent the car of their choice. Having a car ready to drive at the right place and time requires sophisticated fleet management, and our operations and headquarters staffs analyze vehicle requirements hourly for each location. In addition, our representatives behind the counter are empowered to make adjustments to ensure customer satisfaction. In the unlikely event that we cannot provide a car in the class requested, which is confirmed through an advance reservation, it is our policy to provide the customer with a vehicle from the car class higher than the one reserved at the original rate.

When a confirmation number is provided, the reservation is active in our rental system. Should the reserved vehicle be unavailable, our representatives have the authority to provide the customer with a vehicle from the car class higher than the one reserved at no additional charge. If this is not possible or acceptable, our counter staff will proceed with alternative measures, including providing appropriate transportation to the traveler's destination and delivering the rental car as soon as it becomes available.

Because rental car availability is based on supply and demand, we use sophisticated technology to virtually eliminate reservation failures. With the ability to move vehicles from office to office, "sold out" situations are minimal. Only about one renter in 10,000 will experience unavailability at National or Enterprise. With the authority to supply instant upgrades and alternate transportation, our representatives are empowered to resolve situations immediately.

However, if there is no available vehicle and no acceptable options, Enterprise will work with the Commonwealth to appropriately reimburse the cost of the expenditure within an appropriate timeframe determined by all parties based on the circumstance and investigation of the issue.

**H. Fuel.** The Commonwealth travel policy indicates that vehicles should always be refueled by renters prior to return (per management directive 615.1). In the instance the Offeror must refuel a vehicle returned at less than a full tank, the Commonwealth requests that the Pennsylvania per gallon rate from the Automobile Association of America (AAA) be used. We would like to minimize fuel costs and would like the Offeror to partner with us in this effort. Please propose a best-in-class fuel policy, drawing upon your experiences serving other state clients in consideration of the Commonwealth fuel policy stated above.

### *Offeror Response*

Enterprise has complied with the above fuel policy in the existing contract. For all Pennsylvania based rentals we currently charge the Pennsylvania per gallon rate from the Automobile Association of America (AAA) and we are willing to continue this practice.

However, we recommend that anytime a Commonwealth employee is able to use a Commonwealth Agency "fuel farm" (similar to the one at the Garage at Forster Street), this arrangement should be used as opposed to the per gallon program. Using existing Commonwealth "fuel farms" will reduce the cost, as this fuel is most likely absent of taxes that the Offeror would charge for full tank replacement.

In addition, the Commonwealth could investigate the use of "Fuel Cards" issued by third parties to potentially reduce fuel costs.

Prepayment for a full tank of fuel is another option that can be discussed.

**I. Underage Driver Process.** The Commonwealth anticipates needing access to an underage driver's policy that covers drivers 18 years of age and older. Identify the process an underage driver must use to utilize your services under the Commonwealth's contract. Please describe the underage driver policy you will extend to the Commonwealth.

### *Offeror Response*

The minimum rental age is 21 years old under a corporate contract. National and Enterprise rent vehicles to young renters (ages 21 to 24, except where otherwise mandated by state law) at all U.S. locations. Young renters must meet our standard renter requirements, be eligible drivers covered under the company's corporate contract, and use the corporate Account Number and applicable rate when booking reservations.

#### *Underage Renters*

The Commonwealth's 18- to 20-year-old renters are considered underage renters and will receive coverages under your corporate contract only in the states where National and Enterprise are legally obligated to provide rental services. Any fees to rent to the 18- to 20-year-old renter may be explained in the Cost section of this RFP.

#### *Passenger Van Age Restrictions*

Travelers must be 25 years of age or older to rent 12- and 15-passenger vans.

**J. Other Available Technologies.** Describe any other technologies your company has available (e.g. kiosks, smartphone apps, etc.) that may make vehicle rental for Commonwealth business travelers more efficient or more accessible.

### **Offeror Response**

At National and Enterprise, we focus on ways to use technology to meet the needs of our employees and to help customers have an easier rental experience with us. To that end, we continue to develop many leading-edge innovations to expedite and simplify the rental process, including:

#### National Car Rental App and Enterprise Rent-A-Car App

- Log in anywhere: Renters can enter their loyalty club membership number to link their account
- Make a reservation: Find nearby rental locations, narrow search with location and vehicle filters, and save rental details to make future reservations even faster
- Access all rentals in one place: Easily view details of upcoming rentals to reference pick-up or drop-off times, current rental car information, directions back to rental branch, and more
- Get help when needed: Contact roadside assistance or 24/7 customer support and look up rental branch details, including phone number, address and directions

#### Emerald Checkout

- Once a renter has chosen their car from the Aisle, they can use the National app to complete check-out on their own.
- The renter can simply go to the designated unmanned exit booth, scan the barcode on their phone, and go.

#### Updated Websites

- Redesigned to be mobile-friendly; feature responsive design
- Customized experience for corporate accounts
- Easy for corporate customers to make reservations, manage Emerald Club profiles and more

#### LaunchPad Tablets

- Customer is greeted in parking lot by Enterprise employee with tablet and immediately escorted to their waiting vehicle
- Transaction completed beside car with no need to go to the counter (select add-ons, swipe credit card, sign and go)
- This service is available at select locations

#### SiriusXM Satellite Radio

- Available in most vehicles at all Enterprise and National U.S. locations

#### Arrival Alerts

- Includes a reminder of the reservation, reservation details, and instructions for picking up the vehicle
- Reminder is sent one hour prior to the renter's scheduled arrival time for reservations made with at least 24

#### Return Alerts

- Provides an email four hours in advance of scheduled car rental return
- Features the return location address and airport name, a link to a map guiding the customer to the return location, and the contact number to call if a reservation extension is needed

#### Kiosks

- Cut check-in time in half and hit the road faster by using kiosks at select National and Enterprise locations

As with the unique customized reservation system and Ground Travel Worksheet developed for the Commonwealth at the beginning of the existing contract, we are willing to explore any other opportunities available that may be beneficial for customer satisfaction and cost reduction.

**K. Volume Rebates.** As the Commonwealth looks to optimize its ground transportation program and explores opportunities to shift mileage reimbursement recipients to vehicle rental usage, there is the potential to drive considerable additional volume to the selected Offeror in the future. Further, if the selected Offeror agrees to permit COSTARS usage of this contract, it will be the source of additional rental volume. The Commonwealth's current annualized spend is approximately \$1.2M. Please propose any volume discounts you will provide for volume above and beyond the historical annual \$1.2M.

### *Offeror Response*

As negotiated with the existing agreement, Enterprise is willing to discuss volume rebates based on spend thresholds. These programs can be created in many ways and we look forward to discussing these options in the next stage of the RFP process.



**L. Financial Drivers.** Identify the major financial drivers in your industry from your company’s perspective and how they may impact costs during the term of this Contract. The selected Offeror will be required to provide a financial driver breakdown after contract execution similar to the sample financial driver breakdown provided as a sample below. The financial driver breakdown categories below are for sample purposes only.

**Sample Financial Driver Breakdown**

<b>Cost Category</b>	<b>Original %</b>
Profit	11%
Wages	25%
Expenses	3%
Depreciation	27%
Marketing	14%
Technology	4%
Rent & Utilities	7%
Other	4%
Fuel	5%
<b>Total</b>	<b>100%</b>

**Offeror Response**

National and Enterprise's five primary cost drivers are:

- Fleet holding costs
- Personnel
- Facilities
- Information technology
- Reservations

Unforeseen costs (i.e. vehicle cost increases due to future federal regulations, manufacturer changes, etc.) may significantly increase our operating costs. We will provide a financial driver breakdown at the next stage of the RFP process.

Please reference **Exhibit G** for more a more in-depth look at our financial stability indicators.

**M. Management Reports.** The selected Offeror must provide a variety of administrative reports at scheduled intervals and on request and also provide the Commonwealth’s contract administrator direct access to any available online or electronic databases and reporting systems. Reports must be comprehensive in order to effectively and efficiently monitor the Commonwealth’s rental program and must be provided at no additional cost. There are two quarterly reports that are required at a minimum: **Report 1:** Usage Data, **Report 2:** Key Performance Indicators

**Report 1** should include, but is not limited to, the following data fields:

Required Data Points
Accounting Codes
Commonwealth Agency Code
Business Area Name
Business Traveler ID
Business Traveler Name
Method of Booking
Reservation Creation Date
Pick up Date
Drop off Date
Rental period (shown in days)
Pick up Location (Station, City, State)
Drop Off Location (Station, City, State)
Round Trip or One Way
Miles Traveled Per Odometer Reading
Vehicle SIPP Code
Vehicle Class
Rental Costs
Any Taxes, Surcharges, & Fees by Type
Fuel Amount (in gallons)
Fuel Costs (if applicable)
Total Cost (Rental+Fuel+Ancillary fees)
Average Daily Rate

**Report 2** should include, but is not limited to, the following summary tables:

Table #	Summary Tables (by Spend)	Include the following information for each table when applicable
1	Top 40 Rental Cities	City Name, Spend by City, % of Total Spend
2	Top 10 Commonwealth User Agencies	Commonwealth Agency Name, Spend by Agency, % of Total Spend
3	Top 10 Vehicle Types	Vehicle Class Name, Spend by Class, % of Total Spend
4	Top 10 Rental Lengths	Rental Length in Days, Spend by Rental Length, % of Total Spend

Both reports should be provided in the same Excel workbook on separate tabs. Report 1 should be able to be easily sorted and summarized by any data point as required for agency review and should subtotal by Commonwealth Agency for reconciliation.

Indicate any other management reports or tools you intend to provide.

## Offeror Response

Our advanced information system can collect, store, and analyze rental activity data to provide the Commonwealth with a full range of management reports tailored to its needs. Our reports offer a variety of standard and user-specified data fields and are available when you want them: monthly, quarterly, or as needed.

All standard management reports are available at no cost to the Commonwealth and can be provided on paper or in a variety of electronic formats. Our reports can outline activities at specific rental locations or within individual departments to best help you track and control car rental expenditures.

Currently, Enterprise provides reporting to the Commonwealth and will continue with the current process. Any modifications identified by the Commonwealth to the existing process can be discussed throughout this RFP process.

## Frequently Requested Reports

Our most frequently requested reports include:

- Condensed Rental Agreement Report — includes rental agreement number, check-in and check-out dates and locations, charged days, time and mileage (T&M), average rate per day, and renter name.
- Scorecard — snapshot of an account's rental activity by month, quarter, or year based on various data points.
- Reservation Reports — includes account name and account number, number of reservations, number of Booked Days, country of travel.
- City Detail — shows the location from which vehicles were rented, the number of transactions, charge days, revenue local, one-way, length of rental, miles per day.
- Rental History — includes Booking Source report, Revenue Summary By Child Account report, Car Charged report, and a Car Driven report.
- Emerald Club Member — includes loyalty number, tier, name, enrollment date.

## Basis of Reports

North American management information is based on actual rental data. International management data is based on reservation data.

## Reporting Frequency

National and Enterprise reports offer a variety of standard or user-specified data fields, and are available when you want them: monthly, quarterly, or as needed. National and Enterprise reports provide vehicle rental data for rentals no later than 30 days after the close of the reporting period as requested.

## Report Formats

Management reports are available in a variety of formats including hard or soft copies of HTML, Excel, PDF, or TXT to fit into your software structure.

For comprehensive list of management reports and sample reports please reference [Exhibit J](#) and [Exhibit K](#).

**N. Spend Tracking.** The selected Offeror must track spend and utilization by driver, vehicle type, rental duration, and Commonwealth agency. Provide a sample of your spend tracking report you intend to present in each quarterly and annual business review. Additionally, identify any other spend tracking measures, tools, or processes you have used with other customers that have proved successful.

#### *Offeror Response*

Enterprise currently provides spend tracking reporting to the Commonwealth. We will continue with the existing reporting program unless modifications are made during the current RFP process.

For a sample of our reports please reference **Exhibit K**.

**O. Roadside Assistance.** The selected Offeror must provide 24-hour, seven (7) days a week emergency roadside assistance for rental vehicles. This service must include a single toll-free number for Commonwealth business travelers which shall promptly provide all necessary roadside assistance to Commonwealth business travelers. Services that must be included, at a minimum, include:

1. Replacement of lost keys (including remote entry devices);
2. Flat tire service;
3. Lockout service (if keys are locked inside the vehicle);
4. Jump-starts;
5. Fuel delivery services of up to three (3) gallons of fuel if a vehicle is out of fuel; and
6. Delivery of replacement vehicle when none of the above roadside assistance (Ra-Re) services apply.

Specify your typical replacement vehicle delivery times and identify any services not captured above that your roadside assistance program will provide to the Commonwealth.

#### *Offeror Response*

With our 24-hour nationwide roadside assistance program, plus our network of office locations both in Pennsylvania and nationwide, Commonwealth employees will have the optimum coverage offered by any car rental company. Vehicle replacements, when deemed necessary, are available from our network of locations to put Commonwealth employees back on the road as quickly as possible.

Customers in need of emergency road service in the United States and Canada may call a dedicated 24-hour roadside assistance line. Instructions for contacting the roadside assistance line are included in the rental agreement provided at the counter. For Emerald Club members who choose to bypass the counter and proceed directly to the vehicle, the instructions will be located on the driver's visor.

Travelers using the National Car Rental App also have the ability to press the Roadside button. This allows them to call 911 or be connected with our Roadside team for assistance with items such as flat tires or lockouts.

Emergency road service is available to assist renters when they lose their keys, get flat tires, are involved in accidents, or experience mechanical failure.

Throughout the past eight years of service to the Commonwealth, we have provided roadside assistance and will continue to provide this service.

### Replacement Vehicles

When a replacement vehicle exchange is necessary, the Roadside Assistance department will identify the closest location to the point of disablement. A tow provider will be dispatched to exchange vehicles with the traveler. All service for the disabled vehicle will be addressed by National or Enterprise.

### Response Time

Because each client's needs are distinct, it is very difficult to provide specific response times for service. For example, in a metropolitan area, tire changes, lock-out assistance, or jump starts generally take 45 to 90 minutes. Assistance in remote areas could require a longer response time. The traveler will receive an ETA when reporting their need for assistance.

**III-3. Requirements.** Offerors shall address each requirement below in its technical response, providing responses below each “Offeror Response” block. Additionally describe your qualifications, experience, and ability to meet each requirement. Include the original requirements above your response and use a different font color to differentiate your response from the RFP language.

**A. Disability Accessibility.** The selected Offeror must have vehicles available that are disability accessible. Describe your process and ability to accommodate these types of request.

### **Offeror Response**

National and Enterprise are committed to providing a range of mobility devices for persons with disabilities. We offer a range of adaptive driving devices, including hand controls, spinner knobs, pedal extenders, and left-foot accelerators. These are provided at no charge on a variety of compatible vehicles.

National and Enterprise require two business days' notice for vehicles to be equipped with mobility devices. However, at certain major airport locations, mobility device-equipped vehicles may be available in 24-hours, with some locations being able to offer devices with as little as 8 hours' notice.

### **Reservations and Customer Service**

We employ a dedicated Renters with Disabilities team, trained in handling inquires and reservations. For reservations and more information, renters may call:

National: 888-273-5262 (users of TTY devices use 800-328-6323)

Enterprise: 866-225-4284 (users of TTY devices use 866-534-9270)

### **Availability**

If a vehicle in the reserved car class with the requested mobility device is not available, our policy is to upgrade the reservation to the next highest available car class at no additional charge. This free upgrade also applies when the requested car class is incompatible with the specified mobility devices.

**B. Disaster Recovery.** A Disaster Recovery plan must be in place at Contract inception and tested annually to assure that all operations continue during a man-made or natural disaster situation with minimal disruption. **Refer to Appendix L – Requirements for non-Commonwealth Hosted Applications/Services.** Maximum projected service gaps shall be defined. The plan shall include, but not limited to, a full description of steps to be taken to provide services from an alternate site, if necessary; data protection actions; equipment recovery; resumption of services; restoration of services to the original site; and a projected timeline to accomplish these actions in a hypothetical state of emergency. The plan shall also describe preventative steps put in place to reduce service disruption.

## Offeror Response

Life safety, emergency response, and business continuity plans have been developed and maintained for National and Enterprise operations. Business Continuity Planning (BCP) responsibilities such as crisis management, incident coordination, alternate locations, etc., are documented within each BCP plan and assigned based upon the scope of each plan. Alternate-site locations are confidential and not disclosed until the time arises. Plan owners are encouraged to validate plans and train personnel annually utilizing a tabletop exercise format.

### Scope of Plan

National Car Rental and Enterprise Rent-A-Car's corporate Business Continuity Plan contains all necessary information that is required in times of emergency.

### IT Disaster Recovery Procedures

#### *Data center locations*

National and Enterprise have geographically dispersed data centers in St. Louis, Missouri; Plano, Texas; and Newport and Farnborough, UK.

#### *Data center resiliency*

Resilience measures in place for our data centers include generators, UPS systems, gas suppression systems, redundant connections, diverse carriers and support contracts. Systems are monitored 24 hours a day, 7 days a week.

#### *Recovery vendor and capacity*

We utilize a third-party service and contract for 100 percent of production capacity.

#### *Recovery point objective(s)*

We base critical recovery processes on the recovery tier level that the process falls under: 0-72 hours, 3-5 days, 6-30 days and Deferred. RPO is 24 hours.

#### *Data center security and certification*

Our data centers are PCI certified and reviewed during an annual assessment, as is our recovery site. Multiple levels of security are employed across all data centers, including restricted employee badge access, on-site security personnel, and electronic surveillance.

#### *Workaround procedures*

Where applicable, we have documented workaround procedures for loss of technology.

## Natural Disaster Preparedness Plan

National and Enterprise maintain a Natural Disaster Preparedness Plan that includes important procedures to be used for several types of events. Examples of imminent threats of dangers, disasters, and other circumstances that disrupt normal service include:

- Natural Disasters — hurricanes, floods, wildfires, earthquakes, tornadoes
- Weather Events — ice storms, blizzards, mud slides
- Blackouts and Extended Power Outages
- Strikes
- Riots and Civil Disobedience

Our local National and Enterprise operations will take proactive steps to guard against effects of these situations. Each location is equipped with a Natural Disaster Preparedness Checklist containing actions to be executed before, during, and after such events. These actions include, but are not limited to:

- Consulting life safety guides and establishing a "buddy system" to ensure all employees are safe.
- Closely monitoring radio, television, and weather bulletins for updates.
- Following instructions issued by local officials.
- Securing important documents in a safe.
- Promptly implementing recovery procedures for the physical structures and business operations of the company's facilities.

## Mobile Emergency Response Vehicle (MERV)

In times of national emergencies and local crises, Enterprise can launch our Mobile Emergency Response Vehicle, known as MERV, to any location within the contiguous United States. This dispatch can be made within as little as 36 hours.

MERV is designed to be a temporary (two-to-three-week) solution until a temporary building is acquired within which normal operations can resume or the closest local branch is reopened.

Features include:

- Fully functioning branch
- Onboard diesel generator
- Counter with two computers, three employee desks with computers, time delay safe, phone system, and a copier/fax/printer
- Air system for heating and cooling and a retractable awning





## Plan Updates

Significant changes in business process requirements prompt us to update our recovery plan, as do changes in our supporting information technology. We also update our plan based on how much time has elapsed since our previous update — at least annually — as well as lessons we learn from validation exercises.

## Plan is Not for External Distribution

In the interest to protect National Car Rental, Enterprise Rent-A-Car, and our clients, we view our business continuity and disaster preparedness plans as highly confidential information. We would be willing to share these plans with your procurement buyers and consultants further in the bid process.

## Responsible Parties

Our Business Continuity Services department is responsible for measuring and auditing National and Enterprise's resiliency and consulting with departments to ensure we maintain the appropriate level of resiliency. Business managers are responsible for the education and implementation of the plan within their operating group or department

### **C. Emergency Preparedness.**

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
  - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
  - b. Identified essential business functions and key employees (within your organization) necessary to carry them out
  - c. Contingency plans for:
    - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
    - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
  - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
  - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

## Pandemic Preparedness

Each local operating group's business continuity plan is constructed to account for most common hazards. While this "all hazards" approach is prudent and efficient, the threat of an influenza based pandemic can remarkably compromise our company's ability to maintain adequate staff levels and therefore warrants specialized attention.

Historically, an influenza pandemic has the proven potential to impact up to 40 percent of the general population due to direct effects of the illness, the need to take care of loved ones, or simply because of fear and misinformation.

In the interest to protect National Car Rental, Enterprise Rent-A-Car, and our clients, we view our pandemic preparedness plan as highly confidential information. We would be willing to share this plan with your procurement buyers and consultants further in the bid process.

To best prepare for this unique event proactively, each local operating group considers the following key areas:

- Policies — Ensuring all employees are familiar with existing emergency work arrangements and policies regarding pandemics.
- Education — Encouraging fact based sharing, dissuading rumors and negative dialogue. Identifying links to qualified public sector information sources (i.e., American Red Cross, Center for Disease Control, World Health Organization, local public health departments). Detailing steps that each staff can refer to help to mitigate the risk of illness transmission in the work place and at home.
- Protection — Determining what steps your staff can take regarding personal protection that makes them comfortable in the workplace such as masks, hand sanitizers, and surface cleaning products.
- Travel — Determining what conditions would warrant restriction of non-essential travel.
- Customer Considerations — Determining what proactive steps can be taken to ensure the safety and peace of mind of your customers.
- Public Health Closures — Being aware of the impact of local and regional health department actions, such as closing schools or restricting public transportation.
- Social Distancing — Promoting social distancing when appropriate and practical. This can include adding physical distance between individual work areas.
- Vendor Preparedness — Identifying vendors or supplier services that are critical to your processes and consider requesting information regarding their pandemic influenza preparedness planning.
- Cross Training — Identifying the critical roles within your team and measure areas where cross-training would assist with maintaining service levels if widespread absences occur.

Our pandemic preparedness plan is validated annually.

**D. Insurance Protection.** In addition to the minimum level insurance required by the state in which the car is rented, rental rates must include:

1. Loss damage waiver protection that relieves the Commonwealth of financial responsibility if the vehicle is lost, damaged or stolen; and
2. Supplemental liability insurance in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

### **Offeror Response**

#### Damage Waiver

The Agreement will include a Damage Waiver (DW), which will relieve the Commonwealth's renters and authorized drivers from financial responsibility for loss of or damage to the rental vehicle. It also relieves renters of additional charges such as fees for the vehicle's loss of use, diminishment of value or claims administration expenses. Note that the DW will be null and void if the vehicle was used in a manner prohibited by the rental agreement and in any box truck rentals.

All locations, including licensees, honor our commercial agreements, so you can count on the protection offered by DW no matter where you rent with us.

#### Deductibles

Damage Waiver, with no deductible, will be applied to business rentals at all National and Enterprise locations, alleviating the driver from any further financial exposure for damage.

#### Liability Coverage

Under the proposed Agreement, National and Enterprise will extend third-party liability protection to The Commonwealth of Pennsylvania for rentals in the United States (excluding box truck rentals). Liability protection covers the renter and authorized drivers against claims (e.g., property damage, bodily injury, etc.) brought by third parties at the limits set forth in the Agreement.

This protection meets or exceeds the legal minimum financial requirement set by laws in all 50 states, the District of Columbia and Puerto Rico.

Your Agreement includes liability protection for business rentals only. The Commonwealth of Pennsylvania travelers are free to select any rate available to them in the Agreement as long as the rental is conducted for business purposes only.

#### Liability Limits

\$1,000,000.00 CSL

**E. Taxes, Fees, & Surcharges.** The Commonwealth's business travelers are exempt from sales tax and use tax. No tax free form should be required from Commonwealth Business Travelers at the time of pick-up.

### **Offeror Response**

The Commonwealth will be exempt from any taxes that are statutorily written to provide this exemption for rentals in the Commonwealth of Pennsylvania. Airport concession fees and other fees (including out of state taxes) would be applied if and where deemed necessary.

**III-4. Direct Billing.** The selected Offeror must establish a direct billing method with the Commonwealth that does not require the use of a Commonwealth business traveler's personal or Commonwealth-issued credit card. Furthermore, this billing method must ensure the Commonwealth is not charged any sales or use tax not normally paid by the Commonwealth, or other fees charged in retail situations. The Commonwealth through the Bureau of Vehicle Management would prefer to issue no more than one payment monthly for all rentals, fuel and allowable ancillary charges. The selected Offeror will be provided the Direct Bill XML Mapping for minimum data and format requirements and the XML FB50 Schema for corresponding schema information to support successful completion within 90 days of award.

However, in the case of certain independent or non-SAP utilizing Commonwealth agencies (such as Boards, Commissions, etc.), who may participate in this contract, the Commonwealth reserves the right for those agencies, as designated, to receive a separate bill and make direct payments on a monthly basis by use of a government credit card or other form of payment. It is anticipated that these will be the exception to the previously-stated, preferred direct billing method.

The selected Offeror must provide the name and a toll-free telephone number for the individual(s) responsible for handling all disputed billing issues. The selected Offeror must respond to each billing issue within 24 hours and provide a resolution for correcting such problems prior to the next billing.

#### *Offeror Response*

As a part of the existing contract, Enterprise is providing the above billing scenarios. Upon retention as the Commonwealth's car rental provider we will continue to follow the procedures already in place.

All billing disputes are handled locally by your primary account contact Doug Paskowski or the Assistant Sales Coordinator, Mary Roth. Both Doug and Mary will continue to be the main contacts for any future billing issues. In addition to the 1-800 number provided for billing questions the local number is 717-909-5000.

**III-5. Customer Service.** In the past the Commonwealth has required that the Offeror establish a rental branch and vehicle pool at a designated Commonwealth Garage in Harrisburg. The branch was required to be open from 7:00 am to 6:00 pm all weekdays except designated state holidays and had to be dedicated solely for Commonwealth business travelers and not open to the public. **The Commonwealth is not requiring this going forward.** However, two key benefits of having a rental branch in the Commonwealth Garage have been the ability for Commonwealth Business Travelers to (1) park their personal vehicles in a safe area while away on business travel using a rental car, and (2) pick up a rental car close to their downtown Harrisburg office. Given that the Commonwealth is no longer requiring that its vehicle rental provider establish a rental branch in the Commonwealth Garage in Harrisburg, please describe how your company can address Commonwealth business traveler needs related to personal vehicle parking and convenient rental vehicle pick up / drop off.

#### **Offeror Response**

Throughout this RFP response Enterprise has put forth its ideas and suggestions regarding the Commonwealth parking scenario presented above. Please see previous sections regarding vehicle pick up and drop off for details.

With the most comprehensive locations in the Commonwealth, we can provide the most convenient vehicle pick up/drop off options available. We are willing to work with the Commonwealth to discuss these options in further detail.

To address III-5, aforementioned Customer Service benefits, we believe the Commonwealth Garage location continues to be the best option for Harrisburg rentals. With our past 4 years of being on site and getting to know the nuances of the Commonwealth traveler, there are many more reasons to continue to provide this service ability onsite, including the substantial fuel savings as mentioned previously. If this is not available in the future however, Enterprise will utilize its existing locations (see Appendix B) to successfully fulfill the requirements of this agreement.

For more information regarding our Customer Service record and our Frequent Renter reward program, please reference **Exhibit L** and **Exhibit H**.

**III-6. Contract Turnover and Transition Assistance.** Upon termination of any contract resulting from this RFP, either through expiration or a termination prior to expiration, the selected Offeror must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the Commonwealth, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Commonwealth or the successor Contractor. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract. In addition, the selected Offeror must:

- A. Provide a final detailed description of the turnover plan for approval by DGS within six (6) months prior to the last day of the Project;
- A. Supply DGS with the data collected during the contract term in a format that can be used outside of the selected Offeror's system; and
- B. Cooperate with the DGS, and supply the DGS and/or the successor Contractor with all information requested and required by the DGS and/or the successor Contractor during the turnover process.

### *Offeror Response*

We agree to the above provision providing any transition data is not patented, trademarked, copyrighted or deemed confidential.

**III-7. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or to other provisions of the RFP as specifically identified above.**

### *Offeror Response*

In the next step of the RFP process, Enterprise would like to review the following sections of the Standard Contract Terms and Conditions for possible revisions:

1. Part VI-Contract Terms and Conditions-there are many sections that do not apply to this contract (i.e. Recycled Content Enforcement, etc.). Can they be removed or identified by the Commonwealth that they will not apply to this contract?
2. Section VI.7-Purchase Orders-We would request this section be reviewed in detail for possible modifications as Purchase Orders will not be utilized in connection with this Agreement, therefore all references to Purchase Orders should be removed.
3. Section VI.8-Independent Prime Contractor- We would request this section be reviewed in detail for possible modifications.
4. Section VI.11-Warranty- We would request this section be reviewed in detail for possible modifications to reflect services in accordance with industry standards.
5. Section VI.12-Patent, Copyright and Trademark Indemnity- We would request this section be reviewed in detail for possible modifications.
6. Section VI.22 Taxes- We would request this section be reviewed in detail for possible modifications to include language on any taxes/surcharges that the Commonwealth is not exempt from (i.e. concession fees, etc.).

7. Section VI.24 Hold Harmless Provision- We would request this section be reviewed in detail for possible modifications, including mutual indemnification provisions.
8. Section VI.25 Audit Provisions- We would request this section be reviewed in detail for possible modifications.
9. Section VI.26 Default- We would request this section be reviewed in detail for possible modifications.
10. Section VI.28 Termination Provisions- We would request this section be reviewed in detail for possible modifications, including mutual termination provisions.
11. Section VI.29 Contract Controversies- We would request this section be reviewed in detail for possible modifications.
12. Section VI.30 Assignability and Subcontracting- We would request this section be reviewed in detail for possible modifications, including mutual provisions.
13. Section VI.33 Contractor Integrity Provisions- We would request this section be reviewed in detail for possible modifications.
14. Section VI.34 Contractor Responsibility Provisions- We would request this section be reviewed in detail for possible modifications.
15. Section VI.37 Applicable Law- We would request this section be reviewed in detail for possible modifications.
16. Section VI.39 Order of Precedence- We would request this section be reviewed in detail for possible modifications.
17. Section VI.40 Controlling Terms and Conditions- We would request this section be reviewed in detail for possible modifications.
18. Section VI.42 Background Checks- We would request this section be reviewed in detail for possible modifications.
19. Section VI.45 Insurance-General- We would request this section be reviewed in detail for possible modifications.





5	WILKES BARRE	\$ 34,758
6	ALTOONA	\$ 30,774
7	STATE COLLEGE	\$ 29,082
8	WILLIAMSPORT	\$ 28,685
9	MECHANICSBURG	\$ 28,373
10	JOHNSTOWN	\$ 27,004
11	SCRANTON	\$ 21,132
12	ERIE	\$ 19,468
13	EYNON	\$ 16,513
14	HERSHEY	\$ 16,127
15	LEMOYNE	\$ 15,763
16	SHAMOKIN DAM	\$ 15,573
17	NORRISTOWN	\$ 15,390
18	READING	\$ 14,403
19	CAMP HILL	\$ 13,901
20	MOOSIC	\$ 13,774
21	INDIANA	\$ 13,351
22	LANCASTER	\$ 13,085
23	LOWER BURRELL	\$ 13,016
24	BLOOMSBURG	\$ 11,318
25	EDWARDSVILLE	\$ 10,725
26	WASHINGTON	\$ 10,377
27	POTTSVILLE	\$ 10,247
28	CRANBERRY TOWNSHIP	\$ 9,389
29	LEWISTOWN	\$ 9,353
30	CARLISLE	\$ 9,139
31	GREENSBURG	\$ 9,063
32	BUTLER	\$ 8,989
33	MOON TOWNSHIP	\$ 8,834
34	MERCER	\$ 7,885
35	EASTON	\$ 7,689
36	MEADVILLE	\$ 7,632
37	HAZLETON	\$ 7,285
38	DU BOIS	\$ 6,793
39	UNIONTOWN	\$ 6,546
40	CHAMBERSBURG	\$ 6,441
41	IRWIN	\$ 6,318
42	LEBANON	\$ 5,940
43	CLARION	\$ 5,866

44	ELKINS PARK	\$	5,839
45	ALLISON PARK	\$	5,831
46	HOMESTEAD	\$	5,482
47	DARBY	\$	5,346
48	BENSALEM	\$	5,229
49	BALA CYNWYD	\$	5,069
50	HUNTINGDON	\$	5,067

### Other Location Listing, Appendix B, Part II

Provide a complete listing of all other Rental Locations your comp

Item #	City	Zipcode
1	AKRON	17501
2	ARDMORE	19003
3	ATHENS	18810
4	AVOCA	18641
5	AVOCA	18641
6	BEAVER FALLS	15010
7	BEDFORD	15522
8	BELLE VERNON	15012
9	BERWYN	19312
10	BETHEL PARK	15102
11	BETHLEHEM	18020
12	BETHLEHEM	18017
13	BLUE BELL	19422
14	BRADFORD	16701
15	BRIDGEVILLE	15017
16	BRODHEADSVILLE	18322
17	CATASAUQUA	18032
18	CHADDS FORD	19317
19	CHESTER SPRINGS	19425
20	CLEARFIELD	16830
21	COATESVILLE	19320
22	COLLEGEVILLE	19426
23	CONSHOHOCKEN	19428
24	CRANBERRY	16319
25	DOYLESTOWN	18901
26	EAST PETERSBURG	17520
27	EAST STROUDSBURG	18301
28	ELLWOOD CITY	16117
29	ERDENHEIM	19038
30	EXTON	19341
31	FAIRLESS HILLS	19030
32	FEASTERVILLE TREV	19053
33	GETTYSBURG	17325
34	GLENSIDE	19038
35	GREENCASTLE	17225
36	HANOVER	17331

37	HERMITAGE	16148
38	HOLLIDAYSBURG	16648
39	HONESDALE	18431
40	JEFFERSON HILLS	15025
41	KENNETT SQUARE	19348
42	KING OF PRUSSIA	19406
43	KITTANNING	16201
44	LANGHORNE	19047
45	LANSDALE	19446
46	LATROBE	15650
47	LEHIGHTON	18235
48	LEVITTOWN	19057
49	LITITZ	17543
50	LITITZ	17543
51	LOCK HAVEN	17745
52	MANSFIELD	16933
53	MCMURRAY	15317
54	MEDIA	19063
55	MIDDLETOWN	17057
56	MIDDLETOWN	17057
57	MILFORD	18337
58	MONACA	15061
59	MONROEVILLE	15146
60	MONROEVILLE	15146
61	MONTOURSVILLE	17754
62	MONTOURSVILLE	17754
63	MOUNT PLEASANT	15666
64	NARBERTH	19072
65	NEW CASTLE	16105
66	NEW FREEDOM	17349
67	NEW HOLLAND	17557
68	NEW HOPE	18938
69	NEWTOWN	18940
70	NEWTOWN SQUARE	19073
71	NORTH CHARLEROI	15022
72	OXFORD	19363
73	PHOENIXVILLE	19460
74	POCONO SUMMIT	18346
75	POTTSTOWN	19464
76	POTTSTOWN	19464
77	PROSPECT PARK	19076
78	QUAKERTOWN	18951
79	RED LION	17356
80	SOMERSET	15501
81	SOUDERTON	18964
82	SPRINGFIELD	19064
83	STROUDSBURG	18360
84	TRAINER	19061
85	TREVOSE	19053



**Commonwealth of Pennsylvania**  
**Vehicle Rental Services - 6100039477**  
**Appendix B - Location Listing**

The rental city listing below shows the top 50 cities by car rental spend for the Commonwealth for an annual period. **Please complete the yellow cells below.** Provide the distance in miles from each Pennsylvania city listed below to your closest car rental location. Include your rental location's address or identifier as well as the rental location type and the average number of staff at each location during business hours.

Scroll to Row 66 to view Appendix B,

Item #	Historical High Usage City	Historical Annual Spend	Rental Location Address	Rental Location Type	Average # of Staff at Location	Miles to Rental Station From High Usage City	Location Opening Time	Location Closing Time	Before & After Hours Pick-up & Drop-off Available
ex.1	City 'X'	\$x,xxx	123 Main Street, Pleasantville, PA 10000	Kiosk	0	4.75	7:00 AM	6:00 PM	Yes
ex.2	City 'Y'	\$x,xxx	456 Sample Circle, Happiness, PA 20000	Airport Location	4	1.23	7:30 AM	6:00 PM	No
1	HARRISBURG	\$ 351,715	2221 Forster St, Harrisburg, PA 17103	Home City / Staffed	2	0	7:00 AM	6:00 PM	Yes
			601 S Cameron St., Harrisburg, PA 17104	Home City / Staffed	6	0	7:00 AM	6:00 PM	Yes
			2552 Paxton St., Harrisburg, PA 17111	Home City / Staffed	12	0	8:00 AM	6:00 PM	Yes
			112 N. Mountain Road, Harrisburg, PA 17112	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes
2	PHILADELPHIA	\$ 66,332	36 S 19th St, Philadelphia, PA 19103	Home City / Staffed	8	0	7:30 AM	7:00 PM	Yes
			6820-26 Castor Avenue, Philadelphia, PA 19149	Home City / Staffed	7	0	7:30 AM	6:00 PM	Yes
			510 N Front and Spring Garden, Philadelphia, PA 19123	Home City / Staffed	5	0	7:30 AM	6:00 PM	Yes
			8913 Frankford Ave., Philadelphia, PA 19136	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
			217 W Cheltenham Ave. # 233, Philadelphia, PA 19144	Home City / Staffed	3	0	7:30 AM	6:00 PM	Yes
			1201 E Erie Ave., Philadelphia, PA 19124	Home City / Staffed	7	0	8:00 AM	6:00 PM	Yes
			110 Leverington Ave., Philadelphia, PA 19127	Home City / Staffed	4	0	7:30 AM	6:00 PM	Yes
			6801 Germantown Ave., Philadelphia, PA 19119	Home City / Staffed	3	0	7:30 AM	6:00 PM	Yes
			5847 N Broad Street, Philadelphia, PA 19141	Home City / Staffed	10	0	7:30 AM	6:00 PM	Yes
			2950 Market St. - 30th Station, Philadelphia, PA 19104	National / Staffed	10	0	7:00 AM	10:00 PM	Yes
			7001 Essington Ave., Philadelphia, PA 19153	Home City / Staffed	14	0	7:00 AM	6:00 PM	Yes
			1 Arrivals Rd. - Enterprise, Philadelphia, PA 19153	Airport Location	72	0	24/7		Yes
			1 Arrivals Rd. - National, Philadelphia, PA 19153	Airport Location	72	0	24/7		Yes
			11301 Norcom Rd., Philadelphia, PA 19154	Home City / Staffed	6	0	7:30 AM	6:00 PM	Yes
			6800 Rising Sun Ave., Philadelphia, PA 19111	Home City / Staffed	7	0	7:30 AM	6:00 PM	Yes
			7601 Roosevelt Blvd, Philadelphia, PA 19152	Home City / Staffed	7	0	7:30 AM	6:00 PM	Yes
			1236-40 Washington Ave., Philadelphia, PA 19147	Home City / Staffed	11	0	7:30 AM	6:00 PM	Yes
			Sheraton 15 S. 36th Street, Philadelphia, PA 19104	Home City / Staffed	7	0	7:30 AM	6:00 PM	Yes
			7001 Essington Ave. - Vans Only, Philadelphia, PA 19153	Home City / Staffed	14	0	7:30 AM	6:00 PM	Yes
			727 Chestnut Street, Philadelphia, PA 19106	Home City / Staffed	7	0	7:30 AM	7:00 PM	Yes
3	PITTSBURGH	\$ 55,604	55 11th St, Pittsburgh, PA 15222	Home City / Staffed	11	0	7:30 AM	6:00 PM	Yes
			4489 Campbells Run Road, Pittsburgh, PA 15205	Home City / Staffed	6	0	7:30 AM	6:00 PM	Yes
			2335 Noblestown Rd., Pittsburgh, PA 15205	Home City / Staffed	3	0	8:00 AM	6:00 PM	Yes
			737 Butler Street, Pittsburgh, PA 15223	Home City / Staffed	3	0	7:30 AM	6:00 PM	Yes

			9501 Perry HWY, Pittsburgh, PA 15223	Home City / Staffed	1	0	8:00 AM	6:00 PM	Yes
			2260 Babcock Blvd, Pittsburgh, PA 15237	Home City / Staffed	9	0	7:30 AM	6:00 PM	Yes
			756 S. Millvale Ave., Pittsburgh, PA 15213	Home City / Staffed	7	0	7:30 AM	6:00 PM	Yes
			Rental Car Access Road Lot 7, Pittsburgh, PA 15231	Enterprise - Airport	99	0	6:00 AM	12:00 AM	Yes
			Rental Car Access Road, Lot 7, Pittsburg, PA 15231	National - Airport	99	0	6:00 AM	12:00AM	Yes
			2590 Library Road, Pittsburgh, PA 15234	Home City / Staffed	3	0	8:00 AM	6:00 PM	Yes
			1900 W. Liberty Ave. Pittsburgh, PA 15226	Home City / Staffed	4	0	8:00 AM	6:00 PM	Yes
4	ALLENTOWN	\$ 39,358	728 North 13th Street, Allentown, PA 18102	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
			5661 Hamilton Blvd., Allentown, PA 18106	Home City / Staffed	10	0	8:00 AM	6:00 PM	Yes
			1713 Lehigh Street, Allentown, PA 18103	Home City / Staffed	13	0	8:00 AM	6:00 PM	Yes
			3311 Airport Road - Enterprise, Allentown, PA 18109	Airport / In Terminal	31	0	7:00 AM	11:30 PM	Yes
			3311 Airport Road - National, Allentown, PA 18109	Airport / In Terminal	31	0	7:00 AM	11:30 PM	Yes
			1115 Airport Road, Allentown, PA 18109	Home City / Staffed	5	0	8:00 AM	6:00 PM	Yes
5	WILKES BARRE	\$ 34,758	400 Kidder St, Wilkes Barre, PA 18702	Home City / Staffed	5	0	8:00 AM	6:00 PM	Yes
			150 Motorworld Drive, Wilkes Barre, PA 18702	Home City / Staffed	5	0	7:30 AM	5:30 PM	Yes
6	ALTOONA	\$ 30,774	3014 Pleasant Valley Ste E, Altoona, PA 16602	Home City / Staffed	9	0	7:30 AM	6:00 PM	Yes
7	STATE COLLEGE	\$ 29,082	215 Blue Course Dr Unit B, State College, PA 16803	Home City / Staffed	1	0	7:30 AM	6:00 PM	Yes
			2493 Fox Hill Rd - Enterprise, State College, PA 16803	Enterprise - Airport	18	0	7:00 AM	11:30 PM	Yes
			2493 Fox Hill Rd - National, State College, PA 16803	National - Airport	13	0	7:00 AM	11:30 PM	Yes
8	WILLIAMSPORT	\$ 28,685	1960 E 3rd St, Williamsport, PA 17701	Home City / Staffed	13	0	8:00 AM	6:00 PM	Yes
9	MECHANICSBURG	\$ 28,373	6515 Carlisle Pike, Mechanicsburg, PA 17050	Home City / Staffed	16	0	7:30 AM	6:00 PM	Yes
10	JOHNSTOWN	\$ 27,004	737 Scalp Ave, Johnstown, PA 15904	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes
11	SCRANTON	\$ 21,132	1231 Wyoming Avenue, Scranton, PA 18509	Home City / Staffed	12	0	8:00 AM	6:00 PM	Yes
12	ERIE	\$ 19,468	2507 State St, Erie, PA 16503	Home City / Staffed	14	0	7:30 AM	6:00 PM	Yes
			4411 W. 12th St.- Enterprise, Erie, PA 16505	Airport / In Terminal	4	0	7:00 AM	10:30 PM	Yes
			4411 W 12th St. - National, Erie, PA 16505	Airport / In Terminal	4	0	7:00 AM	10:30 PM	Yes
			2968 W 12th St. Erie, PA 16505	Home City / Staffed	1	0	8:00 AM	5:00 PM	Yes
			5759 Peach St. Erie, PA 16509	Home City / Staffed	17	0	7:30 AM	6:00 AM	Yes
13	EYNON	\$ 16,513	580 Scranton Carbondale Highway, Eynon, PA 18403	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
14	HERSHEY	\$ 16,127	325 University Dr, Hershey, PA 17033	Home City / Staffed	7	0	8:00 AM	6:00 PM	Yes
15	LEMOYNE	\$ 15,763	1100 Market Street, Lemoyne, PA 17043	Home City / Staffed	10	0	8:00 AM	6:00 PM	Yes
16	SHAMOKIN DAM	\$ 15,573	2786 N Susquehanna Trl, Shamokin Dam, PA 17876	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes
17	NORRISTOWN	\$ 15,390	2434 W Main St # 2436, Norristown, PA 19403	Home City / Staffed	4	0	7:30 AM	6:00 PM	Yes
18	READING	\$ 14,403	125 Morgantown Road, Reading, PA 19611	Home City / Staffed	15	0	7:30 AM	6:00 PM	Yes
			1211 Lancaster Ave. Reading, PA, 19607	Home City / Staffed	1	0	8:00 AM	5:00 PM	Yes
			5045 Pottsville Pike, Reading, PA 19605	Home City / Staffed	8	0	7:30 AM	6:00 PM	Yes
			2501 Bernville Road, Reading, PA,	National - Airport	1	0	8:00 AM	6:00 PM	Yes
			2501 Bernville Road, Reading, PA	Enterprise - Airport	1	0	8:00 AM	6:00 PM	Yes
19	CAMP HILL	\$ 13,901	3300 Hartzdale Drive Suite 115, Camp Hill, PA 17011	Home City / Staffed	10	0	8:00 AM	6:00 PM	Yes
20	MOOSIC	\$ 13,774	3514 Birney Ave, Moosic, PA 18507	Home City / Staffed	4	0	8:00 AM	6:00 PM	Yes
21	INDIANA	\$ 13,351	1923 Oakland Ave, Indiana, PA 15701	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
22	LANCASTER	\$ 13,085	2010 Columbia Ave, Lancaster, PA 17603	Home City / Staffed	11	0	8:00 AM	6:00 PM	Yes
			1470 Manheim Pike, Lancaster, PA 17601	Home City / Staffed	12	0	8:00 AM	6:00 PM	Yes
23	LOWER BURRELL	\$ 13,016	3251 Leechburg Rd, Lower Burrell, PA 15068	Home City / Staffed	10	0	7:30 AM	6:00 PM	Yes
24	BLOOMSBURG	\$ 11,318	3095 Columbia Blvd, Bloomsburg, PA 17815	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes

25	EDWARDSVILLE	\$ 10,725	33 South Wyoming Ave., Edwarsville, PA 18704	Home City / Staffed	15	0	8:00 AM	6:00 PM	Yes
26	WASHINGTON	\$ 10,377	110 Murland Ave., Washington, PA 15301	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
27	POTTSVILLE	\$ 10,247	1168 Route 61 Hwy S, Pottsville, PA 17901	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
28	CRANBERRY TOWNSH	\$ 9,389	20840 Route 19, Cranberry Township, PA 16066	Home City / Staffed	20	0	7:30 AM	6:00 PM	Yes
29	LEWISTOWN	\$ 9,353	108 North Juniata Street, Lewistown, PA 17044	Home City / Staffed	6	0	8:00 AM	5:00 PM	Yes
30	CARLISLE	\$ 9,139	800 North Hanover St, Carlisle, PA 17013	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
31	GREENSBURG	\$ 9,063	907 E Pittsburgh St, Greensburg, PA 15601	Home City / Staffed	12	0	7:30 AM	6:00 PM	Yes
32	BUTLER	\$ 8,989	273 Pittsburgh Rd, Butler, PA 16002	Home City / Staffed	16	0	8:00 AM	6:00 PM	Yes
33	MOON TOWNSHIP	\$ 8,834	5604 University Blvd, Moon Township, PA, 15108	Home City / Staffed	16	0	7:30 AM	6:00 PM	Yes
34	MERCER	\$ 7,885	1891 Leesburg Grove City Rd, Mercer, PA 16137	Home City / Staffed	4	0	8:00 AM	6:00 PM	Yes
35	EASTON	\$ 7,689	2550-a Freemansburg Avenue, Easton, PA 18045	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
36	MEADVILLE	\$ 7,632	16285 Conneaut Lake Road #101, Meadville, PA 16335	Home City / Staffed	7	0	8:00 AM	6:00 PM	Yes
37	HAZLETON	\$ 7,285	100 State Route 93, Hazleton, PA 18202	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes
38	DU BOIS	\$ 6,793	621 Division St, Du Bois, PA 15801	Home City / Staffed	8	0	8:00 AM	6:00 PM	Yes
39	UNIONTOWN	\$ 6,546	5183 Pittsburgh Road, Uniontown, PA 15401	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
40	CHAMBERSBURG	\$ 6,441	1346 Lincoln Way E, Chambersburg, PA 17201	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
41	IRWIN	\$ 6,318	10750 State Route 30, Irwin, PA 15642	Home City / Staffed	14	0	8:00 AM	6:00 PM	Yes
42	LEBANON	\$ 5,940	2640 West Cumberland Street, Lebanon, PA 17042	Home City / Staffed	7	0	8:00 AM	6:00 PM	Yes
43	CLARION	\$ 5,866	545 South Fifth Avenue, Clarion, PA 16214	Home City / Staffed	2	0	8:00 AM	5:00 PM	Yes
44	ELKINS PARK	\$ 5,839	1627 W Cheltenham Ave, Elkins Park, PA 19027	Home City / Staffed	8	0	7:30 AM	6:00 PM	Yes
45	ALLISON PARK	\$ 5,831	4655 Route 8 Suite 126, Allison Park, PA 15101	Home City / Staffed	4	0	8:00 AM	6:00 PM	Yes
46	HOMESTEAD	\$ 5,482	908 E 8th Ave, Homestead, PA 15120	Home City / Staffed	7	0	8:00 AM	6:00 PM	Yes
47	DARBY	\$ 5,346	811 Main St, Darby, PA 19023	Home City / Staffed	6	0	8:00 AM	6:00 PM	Yes
48	BENSALEM	\$ 5,229	3353 Bristol Pike, Bensalem, PA 19020	Home City / Staffed	9	0	8:00 AM	6:00 PM	Yes
49	BALA CYNWYD	\$ 5,069	25 W City Ave, Bala Cynwyd, PA 19004	Home City / Staffed	13	0	7:30 AM	6:00 PM	Yes
50	HUNTINGDON	\$ 5,067	10526 Fairgrounds Rd, Huntingdon, PA 16652	Home City / Staffed	1	0	8:00 AM	5:30 PM	Yes

#### Other Location Listing, Appendix B, Part II

Provide a complete listing of all other Rental Locations your company has within the Commonwealth of PA that are not listed above.

Item #	City	Zipcode	Street	Rental Location Type	Average Number of Staff at Location	Location Opening Time	Location Closing Time
1	AKRON	17501	315 S 7TH ST	Home City / Staffed	7	8:00	18:00
2	ARDMORE	19003	2560 HAVERFORD ROAD	Home City / Staffed	9	7:30	18:00
3	ATHENS	18810	203 SOUTH ST STE 3	Home City / Staffed	1	8:00	17:30
4	AVOCA	18641	100 TERMINAL DR STE 10	Enterprise - Airport	17	7:30	23:59
5	AVOCA	18641	100 TERMINAL DR STE 10	National - Airport	17	7:30	23:59
6	BEAVER FALLS	15010	1011 24TH STREET	Home City / Staffed	3	8:00	18:00
7	BEDFORD	15522	6985 LINCOLN HWY	Home City / Staffed	1	8:00	17:30
8	BELLE VERNON	15012	100 HARPER LANE	Home City / Staffed	3	7:30	18:00

9	BERWYN	19312	790 BEAR HILL RD, RTE 252	Home City / Staffed	7	7:30	18:00		
10	BETHEL PARK	15102	3030 S PARK RD	Home City / Staffed	1	8:00	18:00		
11	BETHLEHEM	18020	224 NAZARETH PIKE	Home City / Staffed	10	8:00	18:00		
12	BETHLEHEM	18017	298 STOKE PARK RD	Home City / Staffed	1	8:00	18:00		
13	BLUE BELL	19422	620 SKIPPACK PIKE	Home City / Staffed	10	7:30	18:00		
14	BRADFORD	16701	46 N KENDALL AVE	Home City / Staffed	1	8:00	17:00		
15	BRIDGEVILLE	15017	1160 WASHINGTON PIKE	Home City / Staffed	2	8:00	18:00		
16	BRODHEADSVILLE	18322	68 U.S. ROUTE 209	Home City / Staffed	1	8:00	17:00		
17	CATASAUQUA	18032	1135 HOWERTOWN RD	Home City / Staffed	1	8:00	17:00		
18	CHADDS FORD	19317	144 WILMINGTON W CHESTER PIKE	Home City / Staffed	11	7:30	18:00		
19	CHESTER SPRINGS	19425	33 POTTSTOWN PIKE	Home City / Staffed	1	7:30	18:00		
20	CLEARFIELD	16830	17 NICHOLS ST	Home City / Staffed	2	8:00	17:30		
21	COATESVILLE	19320	2000 E LINCOLN HWY	Home City / Staffed	11	7:30	18:00		
22	COLLEGEVILLE	19426	222 E MAIN STREET	Home City / Staffed	5	7:30	18:00		
23	CONSHOHOCKEN	19428	1207 W RIDGE PIKE	Home City / Staffed	11	7:30	18:00		
24	CRANBERRY	16319	178 REGINA DR	Home City / Staffed	4	8:00	17:00		
25	DOYLESTOWN	18901	695 N MAIN ST	Home City / Staffed	9	7:30	18:00		
26	EAST PETERSBURG	17520	5169 MAIN ST	Home City / Staffed	7	8:00	18:00		
27	STROUDSBURG	18301	2493 MILFORD RD	Home City / Staffed	12	8:00	18:00		
28	ELLWOOD CITY	16117	811 BEAVER AVE	Home City / Staffed	1	8:00	17:00		
29	ERDENHEIM	19038	901 BETHLEHEM PIKE	Home City / Staffed	1	7:30	18:00		
30	EXTON	19341	622 W LINCOLN HWY	Home City / Staffed	20	7:30	18:00		
31	FAIRLESS HILLS	19030	208 LINCOLN HWY	Home City / Staffed	6	7:30	18:00		
32	FEASTERVILLE TREV	19053	1034 BUSTLETON PIKE	Home City / Staffed	5	7:30	18:00		
33	GETTYSBURG	17325	55 EXPEDITION TRL	Home City / Staffed	4	8:00	17:00		
34	GLENSIDE	19038	602 N EASTON RD	Home City / Staffed	5	7:30	18:00		
35	GREENCASTLE	17225	200 S ANTRIM WAY	Home City / Staffed	4	8:00	17:00		
36	HANOVER	17331	983 CARLISLE STREET	Home City / Staffed	6	8:00	18:00		
37	HERMITAGE	16148	2978 E STATE ST	Home City / Staffed	6	7:30	18:00		
38	HOLLIDAYSBURG	16648	518 BROAD ST	Home City / Staffed	1	8:00	17:30		
39	HONESDALE	18431	2892 LAKE ARIEL HWY	Home City / Staffed	6	8:00	18:00		
40	JEFFERSON HILLS	15025	2011 ROUTE 51	Home City / Staffed	1	7:30	18:00		
41	KENNETT SQUARE	19348	641 MILLERS HILL ROAD	Home City / Staffed	8	7:30	18:00		
42	KING OF PRUSSIA	19406	801 W DEKALB PIKE	Home City / Staffed	5	7:30	18:00		
43	KITTANNING	16201	400 S WATER ST	Home City / Staffed	1	8:00	18:00		
44	LANGHORNE	19047	715 E LINCOLN HWY	Home City / Staffed	11	7:30	18:00		



45	LANSDALE	19446	1744 N BROAD ST	Home City / Staffed	13	7:30	18:00		
46	LATROBE	15650	148 AVIATION LN	Airport	2	8:00	22:00		
47	LEHIGHTON	18235	442 N 1ST ST	Home City / Staffed	3	8:00	18:00		
48	LEVITTOWN	19057	7015 BRISTOL PIKE	Home City / Staffed	6	7:30	18:00		
49	LITITZ	17543	500 AIRPORT RD	Enterprise - Airport	2	8:00	19:00		
50	LITITZ	17543	500 AIRPORT RD	National - Airport	2	8:00	19:00		
51	LOCK HAVEN	17745	229 S HANNA ST	Home City / Staffed	2	8:00	17:00		
52	MANSFIELD	16933	1989 SOUTH MAIN STREET	Home City / Staffed	9	8:00	17:00		
53	MCMURRAY	15317	1031 WATERDAM PLAZA DR	Home City / Staffed	3	8:00	18:00		
54	MEDIA	19063	1169A W BALTIMORE PIKE	Home City / Staffed	5	7:30	18:00		
55	MIDDLETOWN	17057	2 TERMINAL DRIVE - ENTERPRISE	Airport	70	8:00	23:00		
56	MIDDLETOWN	17057	2 TERMINAL DRIVE - NATIONAL	Airport	70	8:00	23:00		
57	MILFORD	18337	500 ROUTES 6 AND 209	Home City / Staffed	5	9:00	17:00		
58	MONACA	15061	900 WASHINGTON AVENUE	Home City / Staffed	1	8:00	18:00		
59	MONROEVILLE	15146	4099 WILLIAM PENN HWY STE 101	Home City / Staffed	12	7:30	18:00		
60	MONROEVILLE	15146	4845 WILLIAM PENN HWY	Home City / Staffed	2	7:30	18:00		
61	MONTOURSVILLE	17754	WILLIAMSPORT REGIONAL AIRPORT	Enterprise - Airport	2	8:00	20:00		
62	MONTOURSVILLE	17754	WILLIAMSPORT REGIONAL AIRPORT	National - Airport	2	8:00	20:00		
63	MOUNT PLEASANT	15666	600 NORTH CHURCH STREET	Home City / Staffed	5	8:00	18:00		
64	NARBERTH	19072	731 MONTGOMERY AVENUE	Home City / Staffed	4	7:30	18:00		
65	NEW CASTLE	16105	3223 WILMINGTON RD	Home City / Staffed	2	8:00	18:00		
66	NEW FREEDOM	17349	16367 CAPRICE CT	Home City / Staffed	1	8:00	17:00		
67	NEW HOLLAND	17557	25 BRUBAKER AVENUE	Home City / Staffed	4	7:00	18:00		
68	NEW HOPE	18938	415 YORK RD STE 4	Home City / Staffed	1	8:00	18:00		
69	NEWTOWN	18940	10 N SYCAMORE ST	Home City / Staffed	7	7:30	18:00		
70	NEWTOWN SQUARE	19073	71 S NEWTOWN STREET RD	Home City / Staffed	6	7:30	18:00		
71	NORTH CHARLEROI	15022	17 ROUTE 88	Home City / Staffed	2	8:00	18:00		
72	OXFORD	19363	228 S 3RD ST	Home City / Staffed	1	8:00	18:00		
73	PHOENIXVILLE	19460	211 NUTT RD	Home City / Staffed	6	7:30	18:00		
74	POCONO SUMMIT	18346	2671 ROUTE 940	Home City / Staffed	8	8:00	18:00		
75	POTTSTOWN	19464	3111 W RIDGE PIKE	Home City / Staffed	7	8:00	18:00		
76	POTTSTOWN	19464	501 WEST HIGH STREET	Home City / Staffed	7	8:00	18:00		
77	PROSPECT PARK	19076	726 CHESTER PIKE	Home City / Staffed	7	7:30	18:00		
78	QUAKERTOWN	18951	807 NORTH WEST END BLVD.	Home City / Staffed	9	8:00	18:00		
79	RED LION	17356	3250 CAPE HORN RD	Home City / Staffed	1	8:00	18:00		
80	SOMERSET	15501	936 STOYSTOWN RD	Home City / Staffed	3	8:00	17:00		




Commonwealth of Pennsylvania  
 Vehicle Rental Services RFP 6100039477  
**Appendix C - Proposal Cover Sheet**

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

<b>Offeror Information:</b>	
Offeror Name	Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car
Offeror Mailing Address	2625 Market Place Harrisburg, PA 17110
Offeror Website	www.enterprise.com
Offeror Contact Person	Douglas J. Paskowski
Contact Person's Phone Number	717-909-5006
Contact Person's Facsimile Number	815-301-6650
Contact Person's E-Mail Address	Douglas.j.paskowski@ehi.com
Offeror Federal ID Number	43-0724835
Offeror SAP/SRM Vendor Number	362289

<b>Submittals Enclosed and Separately Sealed:</b>	
<b>X</b>	Technical Submittal <b>X Domestic Workforce Utilization Certification</b>
<b>X</b>	Small Diverse Business and Small Business Participation Submittal <b>X Small Diverse Business and Small Business Participation Submittal Form</b> <b>X Small Diverse Business and Small Business Letter(s) of Intent</b>
<b>X</b>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Greg Cavoli
Title	Executive Vice President/General Manager

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL**

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477  
**Appendix D - Intent to Respond Form**

Please return this form by e-mail to (drkline@pa.gov) no later than 5:00 PM Eastern on **January 10, 2017**.

Offeror Name: Enterprise Holdings Inc.  
Contact Name: Douglas J. Paskowski  
Contact Title: Director of Business Rental Sales  
Address: 2625 Market Place  
Harrisburg, PA 17110

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Contact Telephone: 717-909-5006  
Contact Email: douglas.j.paskowski@ehi.com

Fax: 815-301-6650

Please indicate your intent to respond:

- We **do** plan to respond to this RFP  
 We **do not** plan to respond to this RFP

Reason if you are **not** planning to respond:

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Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477

APPENDIX E

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Executive Vice President/General Manager of Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car a Delaware corporation or other legal entity, ("Contractor") located at 2625 Market Place, Harrisburg, PA 17110, having a Social Security or Federal Identification Number of 43-0724835, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_

[Use additional sheets if necessary]

The Department of General Services shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Enterprise Holdings Inc, Penrac LLC dba Enterprise Rent A Car  
Corporate or Legal Entity's Name

SS      1/30/2017  
Signature/Date

[Signature]      1/30/2017  
Signature/Date

Shawn Stubbe

Greg Cavoli

Commonwealth of Pennsylvania  
Vehicle Rental Services RFP 6100039477  
Appendix F

**IRAN FREE PROCUREMENT CERTIFICATION FORM**


**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> Enterprise Holdings Inc, PENTAC LLC dba Enterprise Rent A Car	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Greg Cavali Executive Vice President/General Manager	<i>Date Executed</i> January 24, 2017

**OPTION #2 - EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

# SUSTAINABILITY REPORT EXECUTIVE SUMMARY

*Fiscal Year 2015*

*“As the world’s largest car rental company and a leader in the global travel industry, we are in a strong position to help drive sustainable transportation solutions and policies around the globe.”*

- PAM NICHOLSON, ENTERPRISE HOLDINGS INC. PRESIDENT AND CEO

## Key Performance Indicators as of July 31, 2015

### SUSTAINABLE CONSTRUCTION PROTOCOL



**\$60**  
Million

invested in sustainable construction projects at airport branches

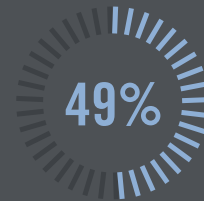
### 50 MILLION TREE PLEDGE



**10**

Million Trees Planted

### FLEET EFFICIENCY



**49%**



**53%**

**32+**  
MPG

**28+**  
MPG

This data only reflects the highway fuel economy rating of vehicles in our U.S. and Canada fleets.

## Where We're Going | FY2016-2020

*As we continue our sustainability journey, we've committed to a new set of goals for the next five years. These targets address some of our most important issues, as determined by key stakeholders and our leadership team.*

### PAPER



Reduce companywide paper use 40% by FY2020 by introducing tablet computers in local offices.

### ENERGY



Reduce annual direct and indirect energy use and related costs, compared to previous year.

### GREENHOUSE GAS EMISSIONS\*\*



Reduce 10% by FY2020.

### WATER



Reduce annual water use (per wash), compared to previous year.

### WORKFORCE DEVELOPMENT



Continue investing in employees, by:

- providing an average of at least three days' professional development per year per full-time management employee, and
- encouraging all employees to attend relevant company sessions, events, programs and forums.

Download our most recent sustainability report and related Global Reporting Initiative (GRI) G4 Core Index online at [www.enterpriseholdings.com/sustainability](http://www.enterpriseholdings.com/sustainability).

ENTERPRISE HOLDINGS.



# Urban Mobility

Our extensive network and robust fleet enable us to play a critical role in shaping the future of urban mobility. Our vanpooling, car sharing and online ride-matching services continue to offer cost-effective and consumer-friendly alternatives to personal vehicle use and ownership in cities of all sizes. And, with more than 1 million car rental transactions every week, Enterprise Holdings generates a volume of in-vehicle experiences that can have a transformative effect on speeding the adoption of new automotive technologies – from electric vehicles and hybrids to autonomous vehicles.



## As of FY2015

GLOBAL NETWORK



9,000

Locations  
(airport and neighborhood)  
in more than 75 countries  
and territories

ANNUAL REVENUE

\$19.4

Billion\*

GLOBAL FLEET

1.7

Million\*

GLOBAL WORKFORCE



93,000  
Employees\*

\*includes affiliate Enterprise Fleet Management

## What We've Achieved | FY2010-2015

### ENERGY\*

Electricity



19.1%

from our 2010 baseline.

Natural Gas



14.8%

### ALTERNATIVE FUEL SHUTTLE BUSES



98%

of Enterprise's airport shuttle buses now run on biodiesel, synthetic diesel, compressed natural gas or are hybrid models.

### GREENHOUSE GAS EMISSIONS\*\*



26%

against our 2010 baseline.

### EMPLOYEE HEALTH ASSESSMENTS



+10,000

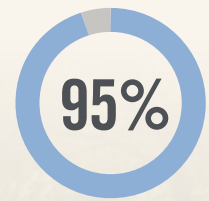
since 2010.

Recipient of the Global Business Travel Association's 2015 Sustainability Outstanding Achievement Award



### PRODUCT LIFECYCLE

We recycled 1.4 million gallons of oil and more than 1 million oil filters in FY2015, representing 95% of the oil and virtually all of the filters used in our North American service centers.



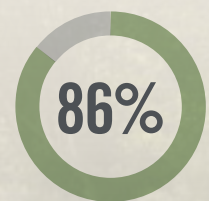
95%

Oil Recycled

### GLOBAL PHILANTHROPY

Through the Enterprise Holdings Foundation, we donated \$27.5 million in FY2015 to nonprofit community organizations. Eighty-six percent of the grants made by the Foundation fulfilled requests by employees to help community causes they personally support.

\$27.5  
Million



86%

Employee Requested Grants

All Information as of July 31, 2015

\* FY15 data has been calculated using a revised methodology, which reflects same-store and weather-normalized data not previously factored into our 2020 Vision reporting. Percentages reflect the gains made against the 2010 baseline as of July 31, 2015.

\*\* Scope 1 (direct GHG from owned operations) and Scope 2 (indirect GHG from consumption of purchased electricity, heat and/or steam) emissions constitute approximately 3% of the GHG impact associated with Enterprise Holdings' car rental business. Scope 3 emissions are solely generated by customers and determined by their wide range of driving habits and mobility needs. We plan to continue monitoring Scope 3 emissions, as well as focusing on supply chain management to minimize emissions associated with the transportation and sourcing of the products used in our operations.

FY2014 emissions inventory was developed using the WRI/WBSCD GHG Protocol Corporate Standard. Lucideon has completed a third-party verification of our reported greenhouse gas emissions.



# Great selection and service.



## Standard SUV

SFAR

Hyundai Santa Fe or similar.



## Minivan

MVAR

Dodge Grand Caravan or similar.



## Luxury

LCAR

Cadillac ATS or similar.



## Premium

PCAR

Chrysler 300 or similar.



## Full Size

FCAR

Ford Fusion or similar.



## Standard

SCAR

Volkswagen Jetta or similar.



## Intermediate

ICAR

Toyota Corolla or similar.



## Compact

CCAR

Nissan Versa Note or similar.



# CHOOSE A CAR AND GO.



**HYUNDAI SANTA FE** OR SIMILAR

**STANDARD SUV**  
SFAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 2 2



**DODGE GRAND CARAVAN** OR SIMILAR

**MINIVAN**  
MVAR

SEAT BELTS: x7

LUGGAGE CAPACITY: 3 1



**FORD MUSTANG CONVERTIBLE** OR SIMILAR

**CONVERTIBLE**  
STAR

SEAT BELTS: x4

LUGGAGE CAPACITY: 2



**CADILLAC ATS** OR SIMILAR

**LUXURY**  
LCAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 2 2



**CHRYSLER 300** OR SIMILAR

**PREMIUM**  
PCAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 4 2



**FORD FUSION** OR SIMILAR

**FULLSIZE**  
FCAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 2 3



**VOLKSWAGEN JETTA** OR SIMILAR

**STANDARD**  
SCAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 2 2



**TOYOTA COROLLA** OR SIMILAR

**MIDSIZE**  
ICAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 1 1



**NISSAN VERSA NOTE** OR SIMILAR

**COMPACT**  
CCAR

SEAT BELTS: x5

LUGGAGE CAPACITY: 1 1



# Big or small. We rent them all.

## 16' Box Trucks

- 14,500 lb. GVWR
- Approx. 90" high x 96" wide
- 960 approx. cubic feet
- Up to 7,500 lb. payload
- Tuck-away lift gates
- Diesel engines
- E-track/wood tie-slats
- Automatic transmissions
- 3-person seating
- Air-conditioned
- Power steering/brakes



## 14' Stakebeds

- 14,500 lb. GVWR
- Approx. 96" wide
- Up to 6,000 lb. payload
- Removable sides
- Winches/load straps
- Towing capable
- Automatic transmissions
- 3-person seating
- Air-conditioned



## High Roof Cargo Vans

- 1/2 - 1 ton
- 550 approx. cubic feet
- Up to 4,000 lb. payload
- Automatic transmissions
- Bulkheads available



## Pickup Trucks

- 1/2 - 1 ton
- Up to 6,000 lb. payload
- 6.5' - 8' beds
- Extended or crew cabs
- 2- or 4-wheel drive
- Gas & diesel engines
- Towing capable
- Automatic transmissions
- Air-conditioned



## 24' - 26' Box Trucks

- 26,000 lb. GVWR
- Approx. 102" high x 102" wide
- 1,800 approx. cubic feet
- Up to 10,000 lb. payload
- Tuck-away lift gates
- Dock high
- E-track/wood tie-slats
- Automatic transmissions
- 3-person seating
- Air-conditioned
- Driver air-ride seats

## Parcel Vans

- 12' - 15' length
- Approx. 84" high x 90" wide
- 800 approx. cubic feet
- Up to 5,000 lb. payload
- Walk-through door
- E-track/wood tie-slats

## 20' - 26' Stakebeds

- 26,000 lb. GVWR
- Approx. 96" - 102" wide
- Up to 10,000 lb. payload
- Tuck-away lift gates
- Dock high
- Removable sides
- Winches/load straps
- Automatic transmissions
- 3-person seating
- Air-conditioned
- Driver air-ride seats

## Cargo Vans

- 1/2 - 1 ton
- Up to 2,500 lb. payload
- Regular or extended length
- Bulkheads available
- Gas engines

## Compact Cargo Vans

- Up to 1,850 lb. payload
- Automatic transmissions
- Power steering/brakes
- Air-conditioned
- Bulkheads available



truck rental

## Business Rental



We offer two great rental brands to give astute business travelers everything they need

### National Car Rental & Emerald Club

- ▶ Known for fast, frictionless rental process where customers are able to choose their own car

### Enterprise Rent-A-Car

- ▶ Known for savings, convenience and award-winning customer service.

For details, visit [enterpriseholdings.com/about-us/business-rental](http://enterpriseholdings.com/about-us/business-rental).

## CarShare



### Membership based car sharing program

- ▶ Reduces the hassles of traditional transportation

### The CarShare fleet is ready and waiting

- ▶ With nearby locations and 24/7 online reservations, you have access to vehicles when and where you need it
- ▶ We have 25 makes and models, from fuel efficient vehicles and hybrids to specialty vehicles such as pick-up trucks, cargo vans and minivans

For more information, visit [www.enterprise-carshare.com](http://www.enterprise-carshare.com).

## Rideshare



### A comprehensive alternative commute program for companies looking to enhance their Employee Benefit Package

- ▶ Increased employee morale and retention
- ▶ Ease, or eliminate parking congestion
- ▶ Carbon footprint reduction and tracking programs

For more information, visit [vanpool.com](http://vanpool.com).

## Car Sales



### Haggle-Free Buying

- ▶ 120+ makes and models of used cars, trucks, vans and SUVs
- ▶ No-haggle pricing

### Worry-Free Ownership

- ▶ 7-Day Repurchase Agreement<sup>1</sup>
- ▶ 12-month/12,000 Mile Limited Powertrain Warranty<sup>1</sup>

For more information, visit [enterprisecarsales.com](http://enterprisecarsales.com).

## Fleet Management



### Improve Cash Flow

- ▶ Provides flexibility and lessens the need for debt; less debt reduces business risk

### Save Time

- ▶ Outsourcing your fleet needs allows you to focus on growing your business

### Transportation Solutions

- ▶ A business partner that can accommodate all of your transportation needs

For more information, visit [efleets.com](http://efleets.com).

## Commercial Truck



### Customized fleet solutions

- ▶ We offer a wide variety of trucks and vans equipped for commercial use
- ▶ Daily, weekly, or monthly rentals available

### Minimum fleet maximum results

- ▶ Supporting seasonal, project based, peak and temporary vehicle needs
- ▶ Extensive coverage with locations throughout the U.S. and Canada
- ▶ Staffed with local professionals specializing in commercial truck rentals

For more information, visit [enterprisetrucks.com](http://enterprisetrucks.com).

<p><b><u>Kutztown University</u></b></p>	<p>Elizabeth Ann Pflugler          Director of Business Services          Kutztown University          Academic Forum-Room 107A          P.O. Box 730          Kutztown, PA 19530          1 (610) 683-4399  <a href="mailto:pflugler@kutztown.edu">pflugler@kutztown.edu</a></p>	<p>In June of 2010, Enterprise Rent-A-Car entered into an agreement with Kutztown University to provide vehicle rental services. Prior to that date, Enterprise researched and completed a cost and utilization analysis on the University administered motor pool program. Upon the University's review of this analysis, it eliminated its motor pool program and outsourced it to Enterprise. After various implementation meetings with University officials, procedures were developed to begin the program. Enterprise assisted in helping the University modify its travel policy, determine billing, reservation, delivery and return procedures. A customized website was developed to record specific information during the reservation stage that would help in the billing reconciliation stage.</p>
<p><b><u>State of Texas</u></b></p>	<p>Jennifer V. Tram          Category Manager-Statewide          Procurement Division          Texas Comptroller of Public          Accounts Department          P.O. Box 13186          Austin, TX 78711          (512) 463-7985  <a href="mailto:Jennifer.tram@cpa.texas.gov">Jennifer.tram@cpa.texas.gov</a></p>	<p>Enterprise Holdings has been providing rental services throughout the state of Texas since 1998.</p>

<p><b><u>Armstrong World Industries</u></b></p>	<p>D. Susan Federowicz  Procurement Manager  Armstrong World Industries  2500 Columbia Avenue  Lancaster, PA 17603  717-396-6478  dsfederowicz@armstrongceilings.com</p>	<p>Enterprise Holdings has provided rental services for Armstrong World Industries for over 20 years.</p>
<p><b><u>TE Connectivity</u></b></p>	<p>Ron Troup  Global Procurement-Manager of Strategic Sourcing  Indirect Materials &amp; Services-Fleet, HR, Temp Labor and Travel  2800 Fulling Mill Road  Harrisburg, PA 17057  717-986-7852  rltroup@te.com</p>	<p>Enterprise Holdings has provided rental services for TE Connectivity for over 15 years.</p>
<p><b><u>Pennsylvania State System of Higher Education</u></b></p>	<p>Linda Venneri  Collaborative Contracts Manager  PASSHE-Office of the Chancellor  2986 N. Second Street  Harrisburg, PA 17110  (717) 720-4135  lvenneri@passhe.edu</p>	<p>Enterprise Holdings has provided rental services for the 14 Universities in the PASSHE system for over 20 years.</p>

**Douglas J. Paskowski**  
2625 Market Place  
Harrisburg, Pennsylvania 17110  
(717) 909-5006

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## **EXPERIENCE**

**Director of Sales & Marketing:** Multiple hotel corporations, including Promus/Homewood Suites, Marriott/Residence Inn, Holiday Inn, Days Inn: May 1987-August 1995.

**Local Corporate Account Manager.** Enterprise Rent-A-Car, Connecticut and Western Massachusetts: August 1995-March 2004.

- Responsible for Corporate, Higher Education, General Aviation and Government business development in Connecticut and Western Massachusetts.
- Developed rental programs for multiple Colleges and Universities including but not limited to, University of Connecticut, University of Massachusetts, Wesleyan, Trinity, and Springfield College.
- Developed statewide rental program for the state of Connecticut, including elimination of over 50 pool vehicles and successful implementation of program to over 126 state agencies that continues to this day.

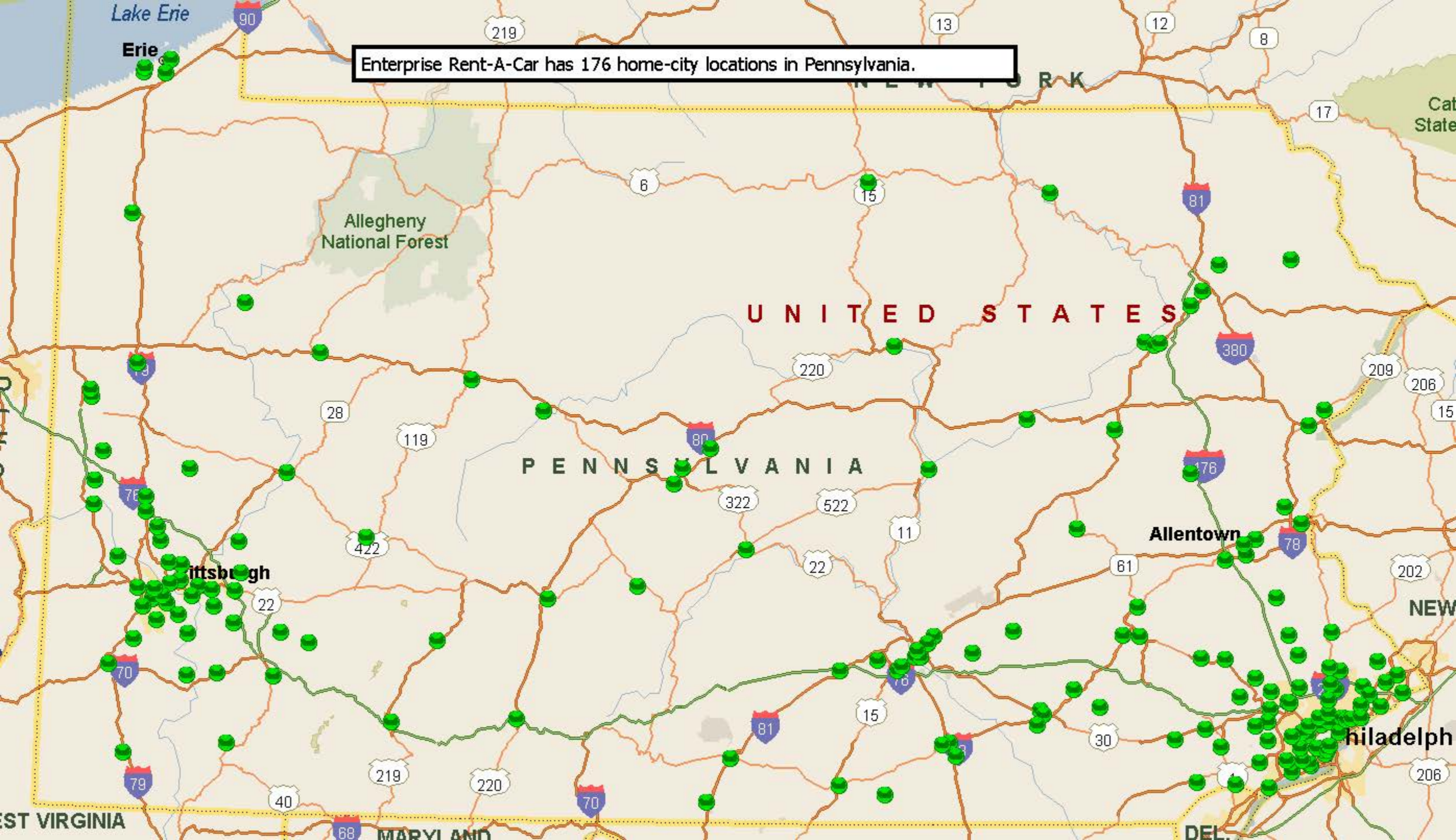
**Director of Business Rental Sales:** Enterprise Holdings, Central Pennsylvania: March 2004-Present.

- Responsible for Corporate, Higher Education, General Aviation and Government business development in central and eastern Pennsylvania.
- Implementation of Commonwealth of Pennsylvania's first rental program developed through RFEI 15-001.
- Implementation of existing Commonwealth of Pennsylvania's rental program through RFP 6100020470 and subsequent award of contract 4400010088.
- Developed rental programs for multiple Colleges and Universities including but not limited to, Lafayette College, Millersville, Kutztown, Bloomsburg, Lock Haven and East Stroudsburg Universities.
- Implementation of national rental programs for corporations, including but not limited to, TE Connectivity, Rite-Aid, The Hershey Company and Armstrong World Industries.

## **EDUCATION**

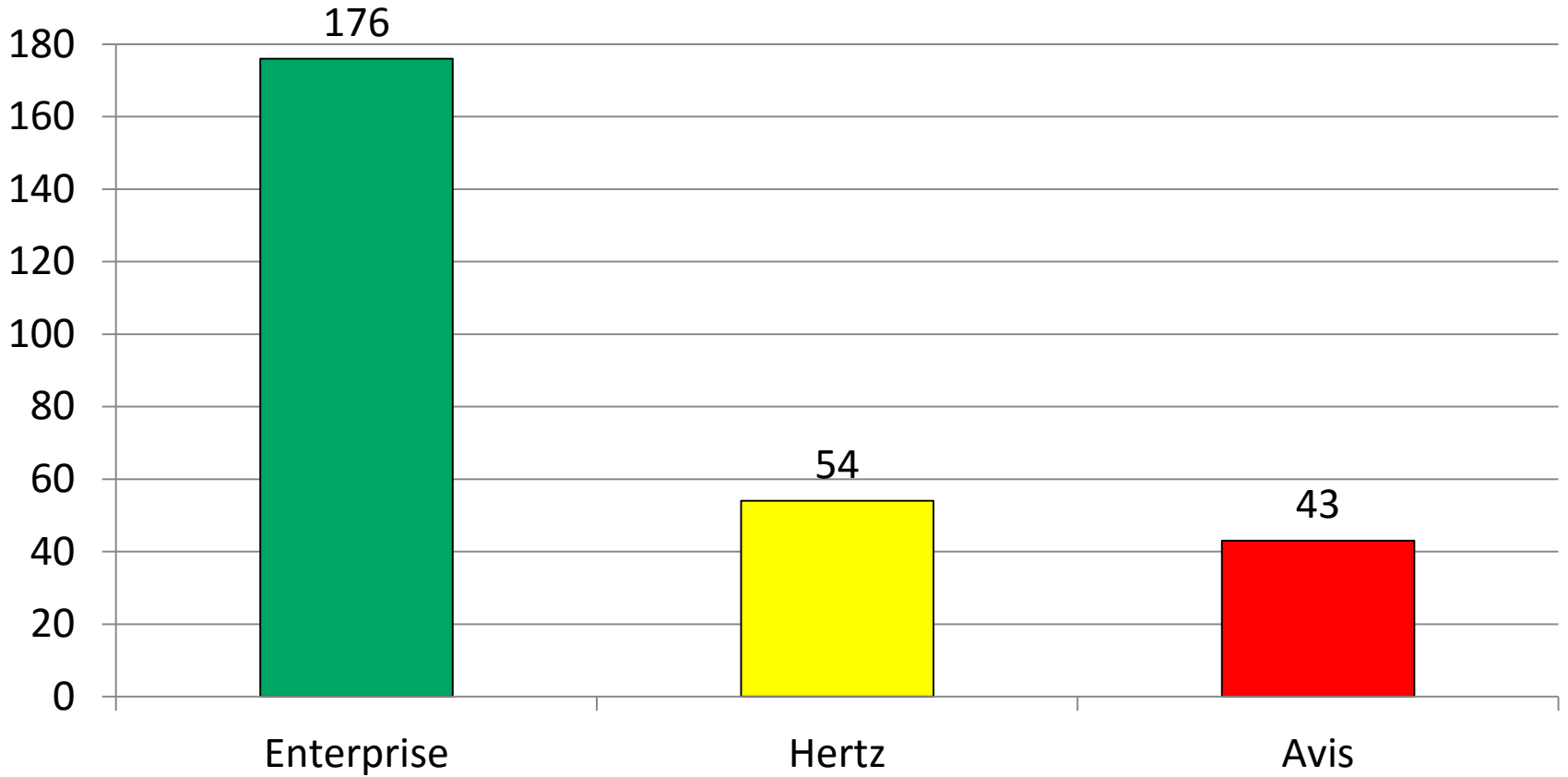
**Bachelor of Science Degree, Hotel/Restaurant/Institutional Management,** Johnson & Wales College, Providence, Rhode Island, May 1987.

Enterprise Rent-A-Car has 176 home-city locations in Pennsylvania.





## Home-City Locations in Pennsylvania



## WORLD HEADQUARTERS

Enterprise Holdings Inc.  
600 Corporate Park Drive  
St. Louis, Missouri 63105  
(314) 512-5000  
[enterpriseholdings.com](http://enterpriseholdings.com)

Enterprise Holdings Inc. and its affiliate Enterprise Fleet Management together offer a total transportation solution. Combined, these businesses – which include extensive car rental and car-sharing services, truck rental, corporate fleet management and retail car sales – accounted for more than \$20.9 billion in revenue and operated nearly 1.9 million vehicles in more than 85 countries throughout the world in fiscal year 2016.

Enterprise Holdings – through its integrated global network of independent regional subsidiaries and franchises – operates the Enterprise Rent-A-Car, National Car Rental and Alamo Rent A Car brands at more than 9,600 fully staffed neighborhood and airport locations.

Its affiliate, Enterprise Fleet Management, provides full-service fleet management to companies, government agencies and organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs.

Enterprise Holdings is the largest car rental company in the world as measured by revenue and fleet. Enterprise Holdings' annual revenues also place it near the top of the travel industry, exceeding all other rental car companies, many airlines, and most cruise lines, hotels, tour operators and online travel agencies.

For information on Enterprise Holdings' sustainability initiatives, visit [enterpriseholdings.com/sustainability](http://enterpriseholdings.com/sustainability).



**Alamo Rent A Car**  
[alamo.com](http://alamo.com)



**Enterprise Rent-A-Car**  
[enterprise.com](http://enterprise.com)



**National Car Rental**  
[nationalcar.com](http://nationalcar.com)

## BUSINESS LINES

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**Enterprise Car Sales**  
[enterprisecarsales.com](http://enterprisecarsales.com)



**Enterprise Truck Rental**  
[enterprisetrucks.com](http://enterprisetrucks.com)



**Enterprise CarShare**  
[enterprisecarshare.com](http://enterprisecarshare.com)



**RideShare by Enterprise**  
[enterpiserideshare.com](http://enterpiserideshare.com)



**Zimride by Enterprise**  
[zimride.com](http://zimride.com)



**Exotic Car Collection**  
[exoticcars.enterprise.com](http://exoticcars.enterprise.com)



**Enterprise Flex-E-Rent**  
[flexerent.co.uk](http://flexerent.co.uk)

## AFFILIATE

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**Enterprise Fleet Management**  
[efleets.com](http://efleets.com)

## EXECUTIVES

**Andrew C. Taylor**  
EXECUTIVE CHAIRMAN

**Donald Ross**  
VICE CHAIRMAN

**Pamela Nicholson**  
PRESIDENT AND CHIEF  
EXECUTIVE OFFICER

**Jo Ann Taylor Kindle**  
PRESIDENT, ENTERPRISE  
HOLDINGS FOUNDATION

**Christine Taylor**  
EXECUTIVE VICE PRESIDENT  
AND CHIEF OPERATING OFFICER

**Greg Stubblefield**  
EXECUTIVE VICE PRESIDENT  
AND CHIEF STRATEGY OFFICER

**Rick Short**  
EXECUTIVE VICE PRESIDENT  
AND CHIEF FINANCIAL OFFICER

**Edward Adams**  
SENIOR VICE PRESIDENT,  
HUMAN RESOURCES

**Brice Adamson**  
SENIOR VICE PRESIDENT,  
ENTERPRISE FLEET  
MANAGEMENT

**Mike Andrew**  
SENIOR VICE PRESIDENT AND  
GENERAL COUNSEL

**Patrick T. Farrell**  
SENIOR VICE PRESIDENT AND  
CHIEF MARKETING &  
COMMUNICATIONS OFFICER

**Lee Kaplan**  
SENIOR VICE PRESIDENT AND  
CHIEF ADMINISTRATIVE OFFICER

**Craig Kennedy**  
SENIOR VICE PRESIDENT AND  
CHIEF INFORMATION OFFICER

**Rose Langhorst**  
SENIOR VICE PRESIDENT  
AND TREASURER

**David Nestor**  
SENIOR VICE PRESIDENT,  
NORTH AMERICAN OPERATIONS

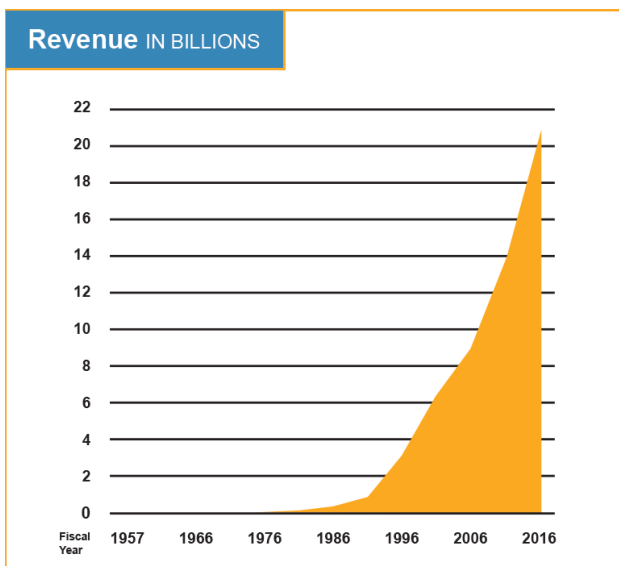
**Carolyn Kindle Betz**  
VICE PRESIDENT AND EXECUTIVE  
DIRECTOR, ENTERPRISE  
HOLDINGS FOUNDATION

## AWARDS

- National Car Rental, Enterprise Rent-A-Car and Alamo Rent A Car named to The World's Best Car Rental Companies in *Travel + Leisure* magazine's World's Best Awards, 2016
- Travvy Award: Best Fleet and Best International Car Rental, 2016
- Car Rental Company of the Year from the American Society of Travel Agents (ASTA), 2016
- BEST Award from the Association for Talent Development, 2016
- Gold LearningElite organization from *Chief Learning Officer* magazine, 2016
- Training Top 125 from *Training* magazine, 2016
- Workforce 100 from *Workforce Magazine*, 2016
- Military Friendly Employer from Victoria Media, publisher of *G.I. Jobs*, 2016
- No. 1 Entry Level Employer from CollegeGrad.com, 2016
- President and CEO Pamela Nicholson named to *Fortune* magazine's list of "America's 50 Most Powerful Women in Business" for past 10 years

Enterprise Holdings Inc. and its three brands have continually been recognized for customer service, sustainability efforts, employment practices and policies and overall leadership in the car rental industry. A comprehensive awards list is available at [enterpriseholdings.com/en/awards](http://enterpriseholdings.com/en/awards).

## GLOBAL REVENUE



**FY 2016** \$20.9 billion

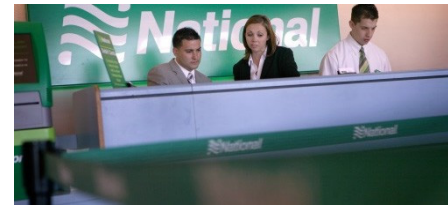
**FY 2015** \$19.4 billion

**FY 2014** \$17.8 billion

**FY 2013** \$16.4 billion

**FY 2012** \$15.4 billion

FY 2012–2016 revenue includes revenue from Enterprise Fleet Management, which was spun off from Enterprise Holdings Aug. 1, 2011.



## FAST FACTS

- 97,000 employees\*
- 1.9 million vehicles\*
- More than 450 vehicle makes and models\*
- More than 9,600 fully staffed neighborhood and airport locations worldwide
- More than 6,400 fully staffed neighborhood and airport locations in the U.S.
- Operates in more than 85 countries around the world
- Ranked by Forbes as one of America's Largest Private Companies

\*Employee and fleet numbers include Enterprise Holdings as well as its affiliate Enterprise Fleet Management

### Enterprise Rent-A-Car

- Internationally recognized brand, known for affordable rates, neighborhood convenience and outstanding customer service, including picking up local customers at no extra cost
- More than 7,600 locations throughout North America, Europe, Latin America and Asia
- More than 5,800 fully staffed neighborhood and airport branch offices located within 15 miles of 90 percent of the U.S. population
- Offers consumers a total transportation solution through its network of services including Enterprise Fleet Management, Enterprise Car Sales, Enterprise Truck Rental, Enterprise CarShare, Enterprise Rideshare, Zimride by Enterprise, Exotic Car Collection by Enterprise and Enterprise Flex-E-Rent
- Official Partner of the NCAA, NHL and NHLPA

### Alamo Rent A Car

- Attracts value-oriented international and U.S. leisure travelers looking for an easy and hassle-free rental experience
- Locations throughout the U.S., Canada, Mexico, Europe, Latin America, Asia and the Caribbean
- Largest car rental provider to international travelers visiting North America
- Operates 225 self-service kiosks at 71 U.S. locations
- Official Rental Car of Walt Disney World Resort and Disneyland Resort

### National Car Rental

- Premium, internationally recognized brand serving the daily rental needs of frequent airport travelers seeking choice, convenience and time savings for personal and business trips
- Locations throughout the U.S., Canada, Mexico, Europe, Latin America, Asia and the Caribbean
- Helped pioneer corporate-account business with the car rental industry's first comprehensive frequent-rental program, Emerald Club, allowing for an expedited rental process and counter bypass
- Official Partner and Official Rental Car of the PGA of America
- Official Rental Car Partner of eight MLB teams - Baltimore Orioles, Chicago White Sox, Houston Astros, Kansas City Royals, Los Angeles Angels, New York Mets, St. Louis Cardinals and Texas Rangers

## MILESTONES

- 1957** Jack Taylor founds Executive Leasing in St. Louis, with a fleet of seven cars.
- 1962** Executive Leasing begins rental operations in response to customer demand for rental cars while their own cars are being repaired. Executive also starts a Car Sales division.
- 1969** Executive Leasing is renamed Enterprise Leasing in honor of the World War II aircraft carrier Jack Taylor served on – the USS Enterprise.
- 1974** Alamo Rent A Car is founded with four locations in Florida; pioneers the concept of unlimited mileage. An Enterprise employee in Orlando pilots the practice of providing customers with a free ride to the rental office. The service leads to Enterprise’s well-known “We’ll Pick You Up” tradition.
- 1980** Enterprise opens its National Reservation Center, allowing customers to call a toll-free number to reserve rental vehicles nationwide.
- 1987** National Car Rental introduces Emerald Club, the industry’s first comprehensive frequent-renter program, which provides members with an expedited rental process and counter bypass.
- 1989** Enterprise Leasing changes its name to Enterprise Rent-A-Car to reflect the enormous growth of its rental car business.
- 1991** Jack Taylor’s son, Andy Taylor, named Enterprise’s CEO.
- 1992** Enterprise’s leasing division becomes Enterprise Fleet Services, focusing on serving businesses with small- to mid-sized fleets.
- 1993** Enterprise Rent-A-Car opens its first international office in Windsor, Canada.
- 1994** Enterprise Rent-A-Car opens its first European rental office in Reading, England.
- 1995** Enterprise Rent-A-Car opens its first airport rental location at the Denver International Airport.
- 1995** Alamo Rent A Car is the first in car rental industry to offer customers real-time internet booking capabilities.
- 1999** Enterprise Rent-A-Car opens its first Rent-A-Truck location.
- 2005** Alamo Rent A Car launches industry’s first online check-in system.
- 2006** Exotic Car Collection by Enterprise begins operations. Enterprise announces 50 Million Tree Pledge, in partnership with the Arbor Day Foundation and the U.S. Forest Service, commits to planting 50 million trees over 50 years, at a cost of \$50 million.
- 2007** Enterprise celebrates its 50th anniversary. Taylor family acquires Alamo Rent A Car and National Rental Car brands.
- 2009** Enterprise Holdings Inc. is created for its growing portfolio of car rental and transportation services, including the Alamo, National and Enterprise brands.
- 2010** Enterprise Holdings adds first all-electric vehicles to fleet.
- 2011** Enterprise Rent-A-Car launches “The Enterprise Way,” its first television advertising campaign featuring employees. The campaign includes Enterprise team members at branch offices, highlighting in their own words, the brand’s renowned customer service, culture and heritage.
- 2012** Enterprise Rent-A-Car begins combining retail and commercial car-sharing operations under the Enterprise CarShare name.
- 2012** Enterprise Holdings further expands its European presence with its acquisition of Citer and Atesa car rental brands and enters the car rental market in China through a strategic investment in eHi Auto Services.
- 2013** Pam Nicholson named CEO, the first from outside the Taylor family. Enterprise Holdings acquires ride-matching business Zimride.
- 2016** Christine Taylor named Executive Vice President and Chief Operating Officer.
- 2016** Enterprise Holdings acquires vRide, a vanpooling company that has been serving U.S. commuters for almost 40 years while also providing American business leaders one of the most resourceful, efficient and sustainable transportation solutions available.



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

### Emerald Club Aisle Service

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

### Emerald Club Reserve Service

The Emerald Reserve is an exclusive program for Emerald Club members who need a specific vehicle class other than midsize. Travelers bypass the counter and go directly to the area of the car class reserved, where they choose from any vehicle in the row of the reserved car class and, after a quick stop at the exit booth, can be on their way. This service is available at most major airport locations in the United States.

### Reward Choices

Emerald Club allows members to choose their rewards — either free rental days with Emerald Club, or frequent traveler miles or points through any of our travel or partner affiliates. These rewards are automatically credited to accounts through a paperless process, requiring no coupons or statements. In order to save your company an additional expense, we can block frequent traveler miles or points. Renters will instead accrue free rental days as their reward.

### Rental History

Members can view their past rental history and electronic reward accounts online. Emerald Club receipts are available 24 hours a day online.

### Mobile App

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

Additionally, this technology expands Emerald Aisle service to our non-aisle stores through the Virtual Aisle feature.

### Arrival and Return Alerts

Available in North America, Arrival Alerts are sent one hour before the scheduled rental time and include reservation details and instructions for picking up the vehicle.

Members renting two days or longer in North America will receive an email four hours in advance of their scheduled car rental return. The alert features the return location address and airport name, a link to a map guiding the customer to the return location, and the contact number to call if a rental extension is needed.

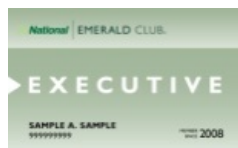
### Drop & Go

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

### Additional Benefits

A dedicated toll-free reservation and member services hotline is available to all Emerald Club members.

## Emerald Club *Executive*



Emerald Club *Executive* is the next membership level available. Members with this membership status have completed 12 to 24 rentals or 40 to 84 rental days in a calendar year. Benefits for these members include all of those detailed in Emerald Club membership, as well as the following:

### Executive Selection

The Executive Selection area of the National lot features fullsize and larger class vehicles. The vehicles in the Executive Selection area are the newest cars available at the location. To access this area, members bypass the counter and choose their vehicles while being charged the reserved midsize rate.

### Guaranteed Upgrades

*Executive*-level members can reserve and confirm their upgrades. All reservations for fullsize will be confirmed at the midsize rate.

At U.S. and Canadian locations without Executive Selection, reservations for fullsize, premium, or luxury vehicles will be confirmed at a rate equal to one car class below the car reserved.

If we fail to deliver upon our Guaranteed Upgrade, we will apply a free rental day to the member's electronic account. If the Executive member reserves a midsize vehicle, we guarantee the customer will be upgraded. The Guaranteed Upgrade is an industry first and is available at all U.S. and Canadian locations.

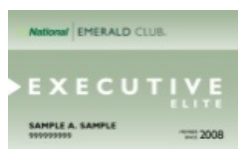
### Earn More Faster

If an Emerald Club *Executive* member has selected the rental credit reward option, the traveler can earn a free rental day with fewer credits than a base-tier Emerald Club member. Once earned, the free rental day carries fewer restrictions for redemption.

### Automatic Member Level Upgrade

Once an Emerald Club *Executive* member completes 24 or more rentals or 85 or more rental days in a 12-month period, we will immediately upgrade their service levels to Emerald Club *Executive Elite*. Once upgraded to a higher service level, members are guaranteed to remain in that service level for a minimum of 12 months.

## Emerald Club *Executive Elite*



Emerald Club *Executive Elite* is the highest earned membership level available in the Emerald Club. It provides the most frequent traveler with the special services required of a busy professional. Earned members with this status have completed 25 or more rentals or 85 or more rental days within a calendar year. This level also includes select "by-invitation members" who need not meet the rental frequency qualifications. Benefits include all those of Emerald Club and Emerald Club *Executive* levels, plus:

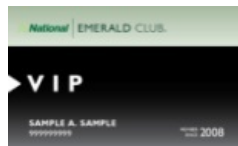
### Guaranteed Car

National will guarantee a vehicle (up to fullsize) when your traveler arrives with any reservation placed at least 24 hours in advance.

### Delivery to Private Airports

With at least 12 hours' advance notice, we will deliver a vehicle to any fixed base operator terminal (FBO) within 50 miles of a National location. While delivery and pick-up fees may apply, the renter is charged for one car class below that driven on fullsize through luxury rentals.

## Emerald Club VIP



For your C-Level Executives, we are proud to offer Emerald Club VIP membership. This invitation-only membership includes all the benefits, services, and rewards detailed in lower tiers, as well as the following:

### Free Days

Each Emerald Club VIP member is offered three free rental days upon enrollment. These days can be redeemed at any time.

### Meet & Greet Service

A National representative will meet the Emerald Club VIP at a designated location at the airport and then escort the member to the best available vehicle in the reserved class at the time of rental. A personalized travel packet, which includes the rental agreement, a map, and the manager's business card, will be available for the VIP. Upon vehicle return, the VIP member will be escorted back to the terminal, eliminating the need to take the shuttle bus.

Meet & Greet reservations may be made by phone or at [nationalcar.com](http://nationalcar.com).

### Executive Assistant Upgrade

Executive assistants and administrators of Emerald Club VIP members may be enrolled in the *Executive Elite* tier. This invitation is extended at the discretion of the VIP member.

### Spousal Benefits

Emerald Club VIP members may enroll their spouses at the VIP level. This complimentary option is available at the discretion of the member and allows spouses to receive matching VIP Privileges. Additional VIP benefits, including free days and executive assistant upgrades, are not included in spousal VIP memberships.

## The Emerald Club at Enterprise



Members of Emerald Club enjoy faster reservations quicker rentals, and member discounts.

The Emerald Club allows Enterprise travelers to create personal profiles, including payment information, further expediting the reservation process for repeat renters.

Emerald Club members who rent from Enterprise will earn rental credits toward higher status and free rental days. This gives travelers nearly 6,000 additional locations where they can earn credits with our loyalty program. At this time, any free rental days Emerald Club members earn must be redeemed at a National location.





## Welcome Commonwealth of Pennsylvania Travelers

Please review the CWOPA Travel Policy before any travel is booked. The Commonwealth's and its authorized users' use of this website is governed solely by the terms and conditions of our contract.

<b>Commonwealth Travel Procedures Manual</b> *** Under Development ***	Select ▶
<b>Temporary Transportation Rental Procedures</b> *** Management Directive 615.1: Commonwealth Temporary Transportation Vehicles ***	Select ▶
<b>RESERVE A CAR</b> Select this option if you need a rental car for Commonwealth Business Travel.	Select ▶
<b>RESERVE A CAR ASSOCIATED WITH AIRFARE</b> Only select this option if you need a rental car associated with Commonwealth Business Travel requiring airfare.	Select ▶
<b>Modify Existing Reservation</b> You will need your Enterprise Confirmation Number, First and Last name.	Select ▶
<b>Print a Receipt</b> You will need your Driver's License Number and Last Name.	Select ▶



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**IMPORTANT INFORMATION REGARDING COMMONWEALTH RENTALS**



## Welcome Commonwealth of Pennsylvania Travelers

This page is intended for non-airport travel. Please choose your Department and then your location. The Commonwealth's and its authorized users' use of this website is governed solely by the terms and conditions of our contract.

<b>Administrative Office of PA Courts – OCFC</b>	Select ▶
<b>Aging</b>	Select ▶
<b>Agriculture</b>	Select ▶
<b>AOPC Administrative Office of PA Courts</b>	Select ▶
<b>Attorney General</b>	Select ▶
<b>Auditor General</b>	Select ▶
<b>Automobile Theft Prevention Authority</b>	Select ▶



### **CWOPA - Agriculture**

The Commonwealth's and its authorized users' use of this website is governed solely by the terms and conditions of our contract.

#### **Commonwealth Garage - Harrisburg**

Select ▶

Select this option if you wish to pick-up/drop-off the rental vehicle at the Commonwealth Garage at 22nd and Forster Street.

#### **All Other Locations**

Select ▶



## COMMONWEALTH GARAGE Car Rental

AGRICULTURE



### CWOPA TERMS OF USE

The Commonwealth's and its authorized users' use of this website is governed solely by the terms and conditions of our contract

Enterprise Rent-A-Car  
COMMONWEALTH GARAGE  
2221 FORSTER ST  
HARRISBURG, PA 17103-1729

Tel.: (717) 232-0163

[New Search](#) or [Show Nearest Locations](#)



[View Map](#)

### Business Hours

for the week of Jan 23, 2017

### Check Rental Car Rates for COMMONWEALTH GARAGE

Return to a different location.

#### 1. Dates & Times

Start

Jan   Noon

End

Jan   Noon

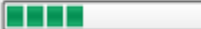
[View Rates](#) ▶



The **Enterprise**® Business  
Rental Program.  
**A Better Way to Go.**®



**Reservation Summary**

 40% Complete

**Special Section**

**AGRICULTURE**

**Location Details** [change](#)

**Pick Up Location**  
COMMONWEALTH GARAGE  
HARRISBURG, PA 17103-1729  
Tel.: (717) 232-0163




**Dates & Times** [change](#)

**Pick Up**  
Jan 24, 2017 @ Noon

**Return**  
Jan 25, 2017 @ Noon

**Vehicle Class**  
(not yet chosen)

**Pick a Vehicle:**  
12 of 13 Vehicle Classes to choose from

Vehicle Class	Description
 Additional surcharges, local taxes, etc. r	
* Compact	 <a href="#">see details</a> Nissan Versa Note or similar
* Intermediate	 <a href="#">see details</a> Toyota Corolla or similar
* Standard	 <a href="#">see details</a> Chrysler 200 or similar

**Reservation Summary**

60% Complete

**Special Section**

AGRICULTURE

**Location Details** [change](#)

**Pick Up Location**  
COMMONWEALTH GARAGE  
HARRISBURG, PA 17103-1729  
Tel.:(717) 232-0163

**Dates & Times** [change](#)

**Pick Up**  
Jan 24, 2017 @ Noon

**Return**  
Jan 25, 2017 @ Noon

**Vehicle Class** [change](#)

Standard

**Renter's Information**  
(not yet entered)

**Method of Payment**  
Pay Later

**Payment Details**  
(not yet chosen)

[Start over](#)

**Renter's Details:**

- i** Please note that a designated contact from your agency and DGS will receive a copy of this reservation.
- i** Are you an Enterprise Plus™ member? [Sign in](#) to skip this step and earn points towards free rental days!

**Main Information**

\* Indicates Required Field

\* Renter's Name:  First  Last

\* Home Phone Number:   
(Including Area Code)

\* Renter's Email:   
(to send you a confirmation)

**Corporate Account Details**

Your account is associated with AGRICULTURE  
Are you travelling on behalf of AGRICULTURE for this rental?  
 Yes  No

**Payment Details**

We can bill AGRICULTURE for this rental if you are authorized for billing privileges with AGRICULTURE .

Are you authorized and choosing to bill AGRICULTURE for this rental?  
 Yes  No

\* BA (Business Area):  ▼

\* Cost Center:

The entry must start with '68' and be a 10 digit value

\* SAP Fund:

This entry must be a 10 digit value.

\* Budget Period:


4 digit value to denote appropriation fiscal year

\* Proposed Itinerary:

Enter the names of all destinations. Include the starting location and all other arrival locations. For example, "Harrisburg - Philadelphia - Harrisburg." Or, "Harrisburg, Allentown State Hospital, Harrisburg"

Internal Order (if applicable):



Reservation Summary	
	80% Complete
<b>Special Section</b>	
AGRICULTURE	
<b>Location Details</b>	<a href="#">change</a>
<b>Pick Up Location</b>	
COMMONWEALTH GARAGE HARRISBURG, PA 17103-1729 Tel.:(717) 232-0163	
<b>Dates &amp; Times</b>	<a href="#">change</a>
<b>Pick Up</b>	
Jan 24, 2017 @ Noon	
<b>Return</b>	
Jan 25, 2017 @ Noon	
<b>Vehicle Class</b>	<a href="#">change</a>
Standard	
<b>Renter's Information</b>	<a href="#">change</a>
Test Test Tel.: (717) 999-9999 test@test.com	
BA (Business Area): 68 - Agriculture	
Cost Center: 6812345678	
SAP Fund: 1234567891	
Budget Period: 2016	
Proposed Itinerary: Harrisburg-Erie-Harrisburg	
Internal Order (if applicable):	

## Summary of Available Management Reports

**Accident Report** — Report showing accidents incurred for specified date range; fields include *Claim Date, Renter Name, Damage Incurred*

**Account Revenue by Hierarchy** — Report broken down by child account; including *Number of Rentals, Charge Days, Rental Days, Length of Rental, Inclusive Time & Mileage, Rate per Day*

**Booking Source** — Shows travel agency information; includes *IATA Detail, Number of Rentals, Inclusive Time & Mileage*

**Booking Source and Method** — Also known as "Travel Agency Booking Report," similar to *Booking Source* report above with the addition of *Booking Source Group and Description*

**Car Class Charged** — Shows rental data by the car class charged; includes the *Number of Rentals, Charge Days, Inclusive Time & Mileage, Length of Rental, Rate per Day*; all fields are further broken down to local and one-way rentals

**Car Class Driven** — The same report as *Car Class Charged for the Vehicle Class that was Driven*; comparison between car charged and car driven can show when upgrades in car class were being driven

**Charge Days Range** — Shows rental data by the length of rental ranging from one to 29+ days; report includes *Number of Rentals, Charge Days, Inclusive Time & Mileage, Rate per Day*

**City Detail** — Also known as "Station Rental Revenue Report," shows rental data by check out station sorted from highest to lowest number of rentals; includes *Charge Days, Inclusive Time & Mileage, Length of Rental, Rate per Day, Total Miles*

**Cost Savings Report** — Report developed to replace *Cost Savings Worksheet*; gives the bottom line on how much is saved through Emerald Club vehicle upgrades

**Credit Card Payment Report** — Shows the Method of Payment for rentals, with detail as to which credit card is used, including number of rentals and percentage

**Day of the Week Utilization** — Shows rental data for each day of the week; fields include *Number of Rentals, Charge Days, Length of Rental, Inclusive Time & Mileage, Rate per Day*

**Emerald Club Member** — A list of all Emerald Club Members; in addition to basic member information, Emerald Club details, such as *Loyalty Number, Enrollment Date* and *Credit Card Information* are included; sorted in alphabetical order by driver's last name

**Emerald Club Member by Enrollment Date** — An Emerald Club Member report delimited by a specified range of enrollment dates

**Emerald Club Report Sorted by Tier** — Same as Emerald Club Member report sorted by Emerald Club Tier, highest to lowest

**FSO and Refueling Charges Summary** — Shows Fuel Service Option (FSO) and refuel transactions, charges, and miles driven by vehicle class

**FSO Station and Refueling Charges Summary** — Shows FSO and refuel transactions, charges and miles driven by check out station

**GPS and Miles by Renter** — Report by renter that shows amount spent on a GPS with check out station information and total mileage included

**Marketshare** — Report showing the percent of market share received by our brands versus competitors; data for this report is usually available approximately 30 to 45 days after the end of the desired time frame

**National Frequent Renter** — Shows number of rentals by renter name, sorted from highest to lowest number of rentals; report shows basic driver information including Emerald Club data (if relevant); includes *Inclusive Time & Mileage*

**National Quarterly** — A graphic snapshot of rental activity that includes *Top Ten Cities by Rentals and Revenue*, summary information of rental history figures, a grid showing revenue by quarter, a grid of the proficiency of the account, and a summary of Emerald Club figures

**National Quarterly by Child** — Shows a similar graphic snapshot as the *National Quarterly* report, but without the *Proficiency* grid; based upon child account data only

**One-Day Utilization** — Shows rentals with only one charge day; fields include *Number of Rentals, Charge Days, Length of Rental, Inclusive Time & Mileage, Rate per Day*; broken down by day of the week

**One-Way Rentals by Check-Out and Check-In Location** — Shows only one-way rentals including check out and check in station information; similar to the *City Detail (Station Rental Revenue)* report; based upon parent information only

**Quality Service Process (QSP)** — Lists any service issues reported by Customer Service by station; included is a description of the issue and any cost

**Quarterly Monthly Breakdown** — Compares current year figures with the previous year broken down by quarter and month; includes *Number of Transactions, Charge Days, Length of Rental, Time & Mileage, Rate per Day, Miles Driven, FSO and Refuel Amounts, Local Time & Mileage, One-Way Rentals*

**Rate Detail Report** — Shows contract rates versus leisure rates; report includes the *Number of Transactions, Charge Days, Inclusive Time & Mileage, Average Length of Rental*; leisure rates are further broken down by daily, weekly, monthly and weekend classifications

**Refuel, FSO, and Insurance** — Report by renter showing *Rental Agreement Number, Renter Name, Charge Amounts* on three different tabs: *Refueling, FSO, and Additional Insurance*

**Rental Agreement Detail** — Report by rental agreement number that includes most line items in the invoice

**Rentals by Reservation Method** — Shows booking source groups of GDS, Web, voice reservation, and walkup; GDS and Web groups are further broken down by description; report includes *Number of Rentals, Charge Days, Length of Rental, Inclusive Time & Mileage, Rate per Day, GVR Amount*

**Rental History Report** — Combined report that includes *Rate Detail, Car Charged, Car Driven, Booking Source, City Detail (Station Rental Revenue), Rentals by Reservation Method, and Booking Source and Method (Travel Agency Booking Report)*

**Reservation Summary** — Report used to show open and future reservations

**Strategic Quarterly Presentation Template** — A two-page graphic report that is the *National Quarterly Report* on the first page and more detailed quarterly data on the second page; second page data is relevant to the presentation used by the Strategic group for their quarterly presentations

One-Page Corporate Scorecard

ENTERPRISE HOLDINGS Corporate Account Quarterly Scorecard

COMPANY NAME  
ACCOUNT NUMBER

REPORTING PERIOD

Country: USA

Revenue is displayed in

589 midsize vehicles were charged, while only 80 were driven:  
**509 free upgrades**

Top Cities By Revenue	%
DETROIT AIRPORT	4.24%
BOSTON AIRPORT	4.20%
ORLANDO AIRPORT	4.07%
SAN FRANCISCO AIRPORT	3.72%
TAMPA AIRPORT	3.68%
LOS ANGELES AIRPORT	3.13%
CHICAGO O'HARE AIRPORT	3.11%
ATLANTA AIRPORT	2.87%
CHARLOTTE AIRPORT	2.48%
HOUSTON INTERCONT'L AIRPORT	2.28%
Top 10 Cities Represent:	33.76%

Rental Information for Timeframe	
# Rental Transactions	636
Charge Days	1598
One Way Transactions	64
Avg Rate Per Day	\$44.38
Avg Miles Per Day	76
Avg Rental Length	2.60
Revenue	\$70,925

Revenue		
Qtr	2013	2014
1	\$63,747.40	\$70,924.58
2	\$72,948.94	
3	\$77,409.54	
4	\$70,365.21	
Total	\$284,471.09	\$70,924.58

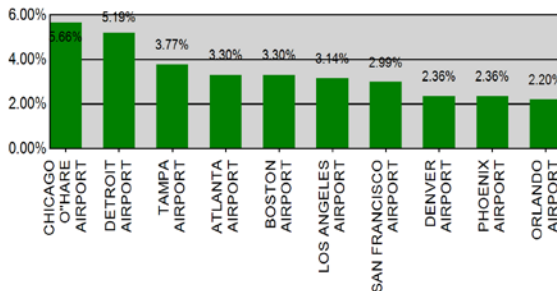
Car Class	Charged	Driven	%
ECAR ECONOMY	0	3	1.10%
CCAR COMPACT	0	0	0.00%
MIDSIZE	589	80	92.61%
FCAR FULLSIZE	14	198	2.20%
PCAR PREMIUM	3	38	0.47%
MVAR MINIVAN 7 SEATS	4	12	0.63%
IFAR SUV INTERMEDIAT	2	19	0.31%
SRAR SUV STANDARD 2	2	30	0.31%
SFAR SUV STANDARD 4	4	22	0.63%
PGAR X-OVER PREMIUM	1	24	0.16%
FFAR SUV LARGE 4WD	4	4	0.63%
PFAR SUV PREMIUM 4W	1	6	0.16%
IGAR X-OVER INTERMED	0	6	0.00%
IRAR SUV INTERMEDIAT	0	45	0.00%
GXAR ELITE FULLSIZE	0	5	0.00%
LFAR SUV LUXURY 4WD	0	1	0.00%
LCAR LUXURY	0	2	0.00%
STAR CONVERTIBLE	0	9	0.00%
SPAR P/UP SMALL	0	1	0.00%
PRAR SUV PREMIUM 2W	0	10	0.00%
SSAR SPORT	0	20	0.00%
FCAH HYBRID FULLSIZE	0	5	0.00%
PPAR P/UP LARGE	0	7	0.00%
FGAR X-OVER FULLSIZE	0	32	0.00%
SVAR MINIVAN 8 SEATS	0	2	0.00%
OQAR HD P/UP 4WD	0	1	0.00%
UFAR PREMIUM ELTIE S	0	1	0.00%
UXAR ELITE PREMIUM	0	2	0.00%
FRAR SUV LARGE 2WD	0	14	0.00%
PXAR PREMIUM SPECIAL	0	33	0.00%
FJAR JEEP WRANGLER 4	0	4	0.00%
Total:	636	636	100.00%

Reservation Source	%
GDS	79.40%
INTERNET	
WALKUP	
CALL CENTER	
BRANCH	
Total:	100.00%

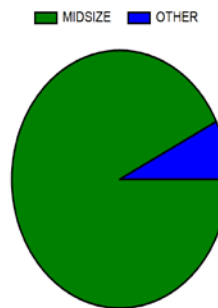
Emerald Tier	
Emerald Club	49
Elite Executive	13
Executive	9
Total:	71

Summary of rental experiences

Top Cities by Transactions



Car Category Compliance



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## Rental History by Car Class Charged

Vehicle Class Charged	Number of Rentals	% Rentals	Charge Days	% Charge Days	% T&M Revenue	RPD	Local Rental	% Local Rental	Local T&M	One Way Rental	% One Way Rental	One Way Charge Days	% One Way Charge Days
CCAR	13	1.70%	163	1.96%	1.60%	\$33.02	12	1.79%	\$4,905	1	1.06%	17	1.59%
FCAR	261	34.12%	2,632	31.51%	26.60%	\$34.04	235	35.02%	\$79,120	26	27.66%	325	30.46%
ICAR	237	30.98%	1,967	23.55%	19.66%	\$33.65	207	30.85%					
LCAR	26	3.40%	279	3.34%	4.03%	\$48.70	25	3.73%					
MVAR	132	17.25%	2,102	25.17%	30.02%	\$48.08	113	16.84%					
PCAR	23	3.01%	293	3.51%	3.78%	\$43.41	18	2.68%					
	<b>765</b>	<b>100%</b>	<b>8,353</b>	<b>100%</b>	<b>100%</b>	<b>\$40.31</b>	<b>671</b>	<b>100%</b>					

### Outlines by car class CHARGED

- Number and percentage of rentals and rental types
- Number and percentage of charge days and Time & Mileage
- Rate per day

## Rental History by Car Class Driven

Vehicle Class Driven	Number of Rentals	% Rentals	Charge Days	% Charge Days	% T&M Revenue	RPD	Local Rentals	% Local Rentals	Local T&M	One Way Rentals	% One Way Rentals	One Way Charge Days	% One Way Charge Days
CCAR	3	0.39%	37.00	0.44%	0.37%	\$33.57	3	0.45%	\$1,242.	0	0.00%	0	0.00%
FCAR	270	35.29%	2541.33	30.42%	26.15%	\$34.65	242	36.07%	\$78,132.	28	29.79%	302	28.31%
ICAR	36	4.71%	249.00	2.98%	2.58%	\$34.88	29	4.32%					
LCAR	20	2.61%	160.00	1.92%	2.37%	\$49.85	17	2.53%					
MVAR	130	16.99%	1959.00	23.45%	27.38%	\$47.06	109	16.24%					
PCAR	15	1.96%	182.33	2.18%	2.04%	\$37.73	15	2.24%					
	<b>765</b>	<b>100.00%</b>	<b>8353.33</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$40.31</b>	<b>671</b>	<b>100.00%</b>					

### Outlines by car class DRIVEN

- Number and percentage of rentals and rental types
- Number and percentage of charge days and Time & Mileage
- Rate per day

## Carbon Footprint

Vehicle Driven SIPP Code	Car Class Description	Total Miles	MPG	Gallons of Fuel	Pounds of CO <sub>2</sub>
CCAR	COMPACT 2/4 DOOR CAR AUTO A/C	73,100	33	2,215.15	43,195.45
ECAR	ECONOMY 2/4 DOOR CAR AUTO A/C	43,530	34	1,280.29	24,965.74
FFAR	FULL SIZE SPORT/UTILITY	45,091			
ICAR	INTERMEDIATE 2/4 DOOR CAR AUTO A/C	430,759			
LCAR	LUXURY 2/4 DOOR CAR AUTO A/C	38,379			
MVAR	MINI VAN AUTO A/C	213,166			
PCAR	PREMIUM 2/4 DOOR CAR AUTO A/C	160,053			

### Calculates CO<sub>2</sub> by car class using

- Total mileage
- Miles per gallon
- Gallons of fuel

## Emerald Club Report

Driver ID	Drivers Last Name	Driver First Name	Loyalty Club Number	Tier	Credit Card Expire Dt	CC Type	Emerald Club Enroll Date	Emerald Club Expiration Date	Invite	Child Account Number	E-Mail Invoice Flag
1234567	Last1	First1	123456789	CE	02/01/2008	AX	12/06/2005	02/28/2008	E	9999999	Y
1234567	Last2	First2	123456789	EE	01/01/2008	VI	06/10/2008	02/28/2007	I	0000000	N
1234567	Last3	First3	123456789	CE	03/31/2007	MC					
1234567	Last4	First4	123456789	EC	10/31/2008	AX					
1234567	Last5	First5	123456789	CE	05/01/2007	MC					
	<b>Count of Last Names: 91</b>		<b>Count of Emerald Club Members: 91</b>								

The number and details of Emerald Club members, specifying:

- Driver names and Emerald Club numbers
- Benefits tier
- Credit card type and expiration date on file
- Earned or invited membership

## Rentals by Reservation Method

Booking Source Group	Booking Source Description	Number of Rentals	Charge Days	Average LOR	Inclusive T&M	RPD	GVR Amount
GDS	AMADEUS	14	41	2.93	\$1,671.	\$40.77	\$1,865.
<b>GDS</b>		<b>16,341</b>	<b>47,222</b>	<b>2.89</b>	<b>\$1,736,697.</b>	<b>\$36.78</b>	<b>\$1,969,714.</b>
Booking Source Group	Booking Source Description	Number of Rentals	Charge Days	Average LOR	Inclusive T&M	RPD	GVR Amount
VOICE RES	SCREEN RES PROGRAM	4,109	14,514	3.53	\$517,037.	\$35.62	\$543,073.
<b>VOICE RES</b>		<b>4,109</b>	<b>14,514</b>				
Booking Source Group	Booking Source Description	Number of Rentals	Charge Days				
WALKUP	WALKUP	1,307	5,046				
<b>WALKUP</b>		<b>1,307</b>	<b>5,046</b>				
<b>TOTALS</b>		<b>27,723</b>	<b>89,380</b>				

Totals the reservations made through each booking source:

- GDS
- Voice reservation
- Walkup
- Web

Report Sample – Customized to meet the Commonwealth’s needs

A	B	C	D	E	F	G	H	I	J
Brand Description	GPBR	Rental Agreement Number	Reservation Number	Contract ID	Contract ID Name	One Way Rental Indicator	Airport Rental Indicator	Rental Date	Rental Station
ENTERPRISE RENT A CAR	5746	95W7M9	SDQQ55	XX001	KUTZTOWN UNIVERSITY***	0	0	2011-03-11 00:00:00	E15746

A	K	L	M	N	O	P	Q	R	S	T	U
Brand Description	Rental Station Name	Rental City	Rental State	Return Date	Return Station	Return Station Name	Return City	Return State	Adjustment	Actual Charge Days	Total Miles
ENTERPRISE RENT A CAR	WESTLAWN	WEST LAWN	PA	2011-03-12 00:00:00	E15746	WESTLAWN	WEST LAWN	PA	N	1	216

A	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI
Brand Description	Time Local Amt	Mileage Local Amt	T&M	Total Rental Charges	Avg. Rate Per Day	Miles Per Day	Total Tax	Surcharge	Coupon	F50	LDW	SLI	Underage Fee	F
ENTERPRISE RENT A CAR	64	\$0.00	\$0.00	\$0.00	\$0.00	216	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

A	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AV
Brand Description	Underage Fee	FF Charge	GPS	Baby Seat Rev	Refuel Amount	Fuel Gallons	Fuel Amount	Addl Driver	COE	Gov Admin Rate	PAI	PEC	Carefree PP Amt	PP
ENTERPRISE RENT A CAR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

A	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD
Brand Description	PP	Drop/Delivery Fee	Product Code	Vehicle Charged	Vehicle Reserved	Vehicle Driven	MOP Type	Loyalty Club Number	Loyalty Tier Indicator	First Name
ENTERPRISE RENT A CAR	\$0.00	\$0.00	0	MVAR	MVAR	MVAR	Null Method of Payment	W7GD3V5	EPlus Business	John

A	BD	BE	BF	BG	BH	BI	BJ
Brand Description	First Name	Last Name	Booking Source Group	IATA Number	Travel Agency	External Ref Code	Special Instructions
ENTERPRISE RENT A CAR	John	Smith	GDS	01736851	ADTRAV CORPORATION		

Report Sample – Customized to meet the Commonwealth’s needs

A	B	C	D	E	F	G	H	I	J	
GPBR	Group	Reservation Code	Rated Account CID	Booking Date	Projected Check Out Date	Projected Check In Date	First Name	Last Name	Booking Channel Desc	IATA
5737	57	SN1JST	XZ001	1/17/2012	1/23/2012	1/23/2012	John	Smith	GDS	01

J	K	L	M	N	O	P
Booking Channel Desc	IATA Number	Check Out Station Code	Check In Station Code	Projected T&M	Projected Days	
GDS	01736851	E15737	E15737	\$0.00	1.00	



Report Sample – Customized to meet the Commonwealth’s needs

A	B	C	D	E	F	G	H	I	J	K	L	M
GPBR	Ticket #	Open Date	Start Time	Start Charges Date	Close Date	Stop Time	Rental Type	Special	Rental Days	Default Weekend	Theft	Dir
5701	250031	11/3/2011	1533	11/3/2011	11/5/2011	1244	C	N	2 Y		N	Y

L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Theft	Direct Bill	Adjusted mi/km Driven	Time Income	Miles Income	DW Income	PAI Income	SLP Income	Drop	Fuel	Airport Access	Addl Charges	Write-Off	Sales Tax	SL
N	Y	269	0	0	0	0	0	0	0	0	0	0	0	0

Z	AA	AB	AC	AD	AE	AF	AG	AH
SurchARGE	Misc Charge Refundable Expense	Govt SurchARGE	Claim/Pol/PO#	Adjuster Name	Shop Name	ARMS	'Bill-To Customer Name'	'Bill-To Customer #'
0	0	0	4681	ATHLETICS**		N	KUTZTOWN UNIVERSITY**	XZ001

AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ
'Bill-To Customer #'	'Bill-To Amount'	'Bill-To Start Date'	'Bill-To End Date'	'Bill-To Days'	'Source Customer Name'	'Source Customer #'	First Name	Last Name	Address
XZ001	0	11/3/2011	11/5/2011	2	KUTZTOWN UNIVERSITY**	XZ001	John	Smith	2625 Mark

BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM
Drivers License State	Drivers License Expiration	DOB	Corporate Car Class	Year	Make	Model	Series	Unit #	Unit State	Plate #	VIN	
PA	1/1/2013	2/18/1982	IFAR	12	FORD	ESCA	6LR4	7FS7GF	PA	HPH7117	1FMCU9EG6CKA30001	

Report Sample – Customized to meet the Commonwealth’s needs

AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	Dr
Address	City	State/Province	ZIP	ZIP+4	County	Country	Area Code	Prefix	Home Phone	P
2625 Market Place	Harrisburg	PA	17110	17110		US	717	909	7179095000	P

# Enterprise, National and Alamo Brands Earn Top Three Spots in J.D. Power Rental Car Satisfaction Study

## All Three Brands of Enterprise Holdings Now Account For 37 Percent U.S. Airport Market Share

ST. LOUIS (Nov. 10, 2016) – For the fifth year in a row, the [Enterprise Rent-A-Car](#), [National Car Rental](#) and [Alamo Rent A Car](#) brands have secured the top three spots in the annual [J.D. Power](#) 2016 North American Rental Car Satisfaction Study<sup>SM</sup>. [Enterprise Holdings](#), the world's largest car rental company, owns all three car rental brands, which are operated through an [integrated global network](#) of 9,600 regional subsidiaries and franchise locations.

The Enterprise brand ranked highest in this year's study and excelled in all six factors: costs and fees, pick-up process, rental car, return process, reservation process, and shuttle bus/van. This is the eleventh time that the Enterprise brand has received the highest score (in 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2012, 2014, 2015 and 2016). After Enterprise, the National brand ranked second and Alamo ranked third.

The annual 2016 study surveyed leisure and business travelers who rented vehicles at North American airports. Enterprise Holdings' three car rental brands were the only ones to finish above the industry average.

“When we [acquired](#) National and Alamo in 2007, our airport market share in the U.S. accounted for approximately 28 percent,” said [Christine Taylor](#), Executive Vice President and Chief Operating Officer of Enterprise Holdings Inc. “Today, our three car rental brands make up more than 37 percent of U.S. airport market share – a direct result of Enterprise, National and Alamo employees all coming together with a shared vision and a collective focus on customer service excellence.”

This kind of [corporate culture](#) – backed by a conservative, disciplined long-term approach to managing the business – has helped establish Enterprise Holdings as a world leader in the in the highly competitive car rental and travel industries. In fact, last week, Enterprise Holdings and its affiliate Enterprise Fleet Management announced results for [fiscal year](#) 2016 (ended July 31): total revenues grew by 8.1 percent to more than \$20.9 billion and global fleet size increased to almost 1.9 million vehicles.

### Leadership in the Airport Car Rental Market

During FY2016, Enterprise Holdings and its regional subsidiaries also continued to upgrade airport facilities and refresh vehicle makes and models throughout North American airports, with an average odometer reading of less than 14,000 miles and an age of about six months.

“We know delivering the best car rental service possible at the airport demands a consistent and superior effort on many fronts – and that includes investing in our infrastructure as well as our fleet,” Taylor noted. “Ground transportation options are more diverse than ever before, and we

are proud to be able to offer the kind of transportation, service and reputation that both leisure and business travelers are looking for today.”

For example, Enterprise Holdings was awarded [Best Fleet](#) and Best [International Car Rental](#) from travAlliancemedial earlier this year. The Enterprise Rent-A-Car and National Car Rental brands also tied for highest customer experience among car rental companies in the 2016 [Temkin Experience Ratings](#), and recently took home the top two spots for *Travel + Leisure* magazine’s [World’s Best Awards](#) in the car rental category. In addition, *MONEY Magazine* [awarded](#) Enterprise Rent-A-Car with its Platinum Best in Travel award, and Alamo Rent A Car with its Gold award. Enterprise Rent-A-Car also received the [U.S. Travelers’ Choice Award](#) from TripAdvisor.

“Our growth and recognition in the travel industry confirms that superior service and industry leadership go hand in hand,” Taylor said. “Every day, Enterprise, National and Alamo employees work hard to put customers first. And it sure shows.”

For more information about Enterprise Holdings Inc., visit [www.enterpriseholdings.com](http://www.enterpriseholdings.com).

This press release and [car rental industry news](#) are available in the Enterprise Holdings Press Room. The Enterprise Holdings Press Room also includes [Fact Sheets](#) for car rental brands and business divisions as well as awards and other reports.

# Enterprise Donating \$60 Million to Food Banks

By Lisa Brown St. Louis Post-Dispatch

Oct. 25, 2016

Enterprise Rent-A-Car's foundation is donating \$60 million to food banks where the world's largest rental car company operates. The gift is the biggest dedicated to a single cause in the foundation's 34-year history.

The Clayton-based company's foundation plans to donate \$10 million annually over the next six years. Checks to 365 local food banks in North America will begin arriving within the next week, Enterprise said Tuesday.

Of the \$10 million annually, \$2.5 million will go to Feeding America, the largest hunger relief and food rescue charity in the U.S.; \$1.5 million will go to Food Banks Canada; \$1 million will go to the Global FoodBanking Network; and \$5 million will be donated to local food banks directly.

The St. Louis Area Foodbank, which distributes food to hundreds of food pantries, homeless shelters and senior citizen organizations in 26 counties in Missouri and Illinois, is one of four local nonprofits that, combined, are receiving "tens of thousands of dollars" from Enterprise, the company said. Foodbank distributes canned goods and other items collected from food drives around the region but often lacks fresh foods such as fruits and vegetables, said president and CEO Frank Finnegan.

"The impact locally from Enterprise's donation will be tremendous for us," Finnegan said. "The funds that we get through this program, we'll use to bring in more fresh fruit and vegetables to the area."

The \$60 million figure marks Enterprise's 60th anniversary. On its 50th anniversary, Enterprise's foundation pledged to plant 50 million trees over 50 years at a cost of \$50 million.

Enterprise Holdings, the parent of Enterprise Rent-A-Car, National Car Rental, Alamo Rent a Car and other companies, is owned by the family of its late founder, Jack Taylor. Last year, the Taylor family gave \$114.5 million to multiple recipients, including the St. Louis Public Schools Foundation and the Boys & Girls Clubs of Greater St. Louis.

Since Taylor started the foundation in 1982, the foundation and the Taylor family have contributed more than \$1 billion to nonprofits. The foundation alone, which is funded by Enterprise's operations, has donated \$267 million since its inception and receives 5,500 requests for funding annually.

Addressing hunger was one of the last wishes of Jack Taylor, who died in July, said his granddaughter, Carolyn Kindle Betz, executive director and vice president of Enterprise's foundation. In addition to Taylor's influence, Enterprise employees, who volunteer at local food banks and pantries, steered the donation to the food initiative, Kindle Betz said.

"This is an unprecedented gift for us," she said. "We really wanted to do something impactful."

The monetary donation coincides with a hunger awareness campaign Enterprise is debuting on social media using the hashtag #FillYourTank, that will emphasize what people can achieve when they're not suffering from hunger.

Enterprise Holdings is the region's largest privately held company with \$20.9 billion in fiscal 2016 revenue, an increase from \$19.4 billion in 2015. The company this year grew its fleet to more than 1.9 million vehicles, up from 1.7 million in 2015.

EXHIBIT E

QUICKSTART SERVICE

### **QUICKSTART Service**

In the Commonwealth of Pennsylvania, the Enterprise brand will offer the option to “QUICKSTART” a rental from a participating renting Enterprise location to accommodate an early pick up time for a vehicle rental. To secure a rental using the QUICKSTART option, the Commonwealth Business Traveler shall request this option when making the reservation with the participating Enterprise location. The Commonwealth Business Traveler shall be charged an additional fee set forth below and Rates shall commence as follows:

<b>Pick Up Date &amp; Time (outside of 24 hour requested rental period)</b>	<b>Date Rates to Commence</b>	<b>Additional Charge for Quickstart service</b>
<b>Weekday (Monday-Thursday) at 4:00 pm</b>	<b>The next day, at 8:00 am</b>	<b>\$0/rental transaction</b>
<b>Friday</b>	<b>Friday</b>	<b>Normal charge for rental</b>
<b>Saturday</b>	<b>Saturday</b>	<b>Normal charge for rental</b>
<b>Sunday during business hours (standard business hours vary by location)</b>	<b>The following Monday at 8:00 am (unless utilized for business purposes prior to Monday)</b>	<b>\$0/rental transaction</b>

With assistance from the Commonwealth, Contractor will identify any trends of possible misuse by the Commonwealth Business Traveler and, the Commonwealth will investigate for fraud.