Purchasing Consortium
Request for Proposal
RFP Number 17958

Car Rental Services

This RFP is issued by The University of Iowa on behalf of the Big Ten Academic Alliance Purchasing Consortium (Consortium).

Questions relating to this RFP will

Section 1: Background

Headquartered in the Midwest, the Big Ten Academic Alliance is the nation's preeminent model for effective collaboration among research universities. For more than half a century, these world-class institutions have advanced their academic missions, generated unique opportunities for students and faculty, and served the common good by sharing expertise, leveraging campus resources, and collaborating on innovative programs. Governed and funded by the Provosts of the member universities, Big Ten Academic Alliance mandates are coordinated by a staff from its Champaign, Illinois headquarters.

Consortium members engage in voluntary, sustained partnerships such as library collections and access collaborations; technology collaborations to build capacity at reduced costs; purchasing and licensing collaborations through economies of scale; leadership and development programs for faculty and staff; programs that allow students to take courses at other institutions; and study-abroad collaborations.

Under the auspices of the Big Ten Academic Alliance, procurement directors of member universities undertake collaborations focused on delivering cost savings across campuses through strategic sourcing initiatives, identifying strategies to handle emerging issues and implement best practices, and offers leadership and professional development opportunities. Collaborative purchasing initiatives are pursued for common supplies, equipment and services of mutual pricing, value added services and overall benefit to the member institutions.

Any agreement developed as a result of the above process is between the Consortium and the preferred supplier (Supplier). Any agreement developed in reference to the Master Collaborative Purchasing Agreement (MCPA) for a member institution and the Supplier shall be understood to be a subcontract to the MCPA. Addendums and amendments to the subcontracts shall take precedence to the subcontracts. The order of precedence shall be the addendums and amendments to the MCPA, the MCPA Agreement, Terms and Conditions (See Exhibit B), member institution subcontract addendums and amendments and Member institution subcontracts.

Section 2: Proposal Description

The Consortium invites your company to respond to this RFP after which it intends to establish a Preferred Supplier MCPA for:

Vehicle rental services.

The MCPA will incorporate relevant terms and conditions of the RFP (see Exhibit B) and appropriate additional considerations from a Supplier's response. Participating institutions will then issue their own Member purchase order or notice of acceptance directly to the Preferred Supplier referencing the MCPA. Member Participants will purchase and pay for their own requirements under the terms and conditions of the MCPA and any special conditions referenced in individual orders conveyed.

Should an estimated agreement value be set, it is for informational purposes only, and may vary from actual use. Members reserve the right to buy more or less and they will accept no penalties for purchasing more or less than the estimated dollar amount.

Bidders have the option to extend their offer to Consortium Affiliated Institutions. A Bidder's response to this option will not be factored into the evaluation of their 4Tc -0.002 Tw [-2 (i)-.0.001Td[(e)4 Tc 0 e

h. Additional surcharges
    i. Surcharge for Qualified Individuals who are under twenty-four (24) years old should be waived
    ii. Surcharges for specific cities or locations (e.g., airports)
    iii. Surcharge application
        1. Any other surcharges must be clearly identified (e.g., toll pass device, etc.)
        2. Surcharges must be itemized and not lumped into daily rental rates

i. Other fees

7. Ordering process and system(s).
    a. Information required at time of order
        i. Account number is required
        ii. Information and/or processes that may differ from the public ordering process
    b. Systems/methods of placing orders
        i. Walk-in
        ii. Online
            1. Each University should be provided with its own dedicated microsite
        iii. Phone
        iv. Mobile app
    c. Notice of maintenance
8. Rental pick-up process(es).
    a. The vehicle must be able to be picked up by an individual designated by the Qualified Individual that made the reservation.
        i. The designated individual must be listed as an additional driver.
    b. Proof of identification requirements.
        i. A University ID will be presented at time of pick-up.
        ii. A pay stub or offer letter should **not** be required.
        iii. When a designated individual picks the vehicle up, a state-issued ID and a copy of the reservation will be provided.
9. Payment methods.
    a. Credit card
    b. Purchase order
10. Reporting.
    a. Quarterly reporting shall be provided.
    b. Ad hoc reporting must be able to be provided on an as-requested basis.
11. Supplier information, including:
    a. Legal name and (if applicable) ‘doing business as’ name, address, and contact information.
    b. Organization structure, highlighting those individuals that would be involved in providing services to the Consortium.
        i. Name, title, and contact information of the individual submitting the proposal.
        ii. Name, title, and contact information of the individual that would be involved in the contracting process.
        iii. Name, title, and contact information of the individual(s) that would be the dedicated rep(s) that would have a thorough understanding of the contract.
        iv. Name, title, and contact information of the individuals for billing issues and/or customer service questions.

1. Reps should be assigned based on region.

c. Fleet information including, but not limited to, size, age of vehicles, average miles driven, length between service, etc.
    i. Electric and hybrid vehicles available, noting what portion of the total fleet they represent and what classes are available.
d. Locations.
    i. Those that would be participating in the contract and those that are non-participating.
    ii. Franchises, noting if they will participate.
e. Roadside assistance options and contact information.
f. Staff.
g. Preferred membership and/or club options.
    i. Requirements.
    ii. Benefits, in particular those available for designated VIPs.
h. Technology roadmap and potential use for order placements, tracking vehicles, etc. (e.g., governors that limit speed).
i. Value added opportunities (e.g., representative presence, customer service, etc.) that may not be requested herein but that would be available to the Consortium if Supplier is selected.

(credit) card ordering capabilities. Electronic commerce requirements shall be communicated directly by the member to the Supplier.

3.6 Deliveries [Intentionally Omitted]

3.7 Agreement on Terms and Conditions

By virtue of submittal, the Supplier is attesting that all requirements, terms, and conditions have been read and understood. Unless the responding Supplier expressly and specifically provides otherwise in its written proposal, the proposal received in response to this RFP shall automatically be deemed to include the responding SupplierS

Section 4: Proposal Instructions and Conditions

4.1 All questions and inquiries regarding this document will be submitted to the Lead Buyer.

Questions regarding this RFP will be submitted as they occur. Questions will be accepted up to five (5) business days before the closing date on the RFP document. Responses to questions which involve a change, addition or deletion to this RFP will be issued by addendum to all parties recorded as having received the RFP.

4.2 The Consortium reserves the right to reject any or all proposals and, in particular any proposals not containing complete data requested. The Consortium reserves the right to waive any irregularity in any proposal received. Proposals will be submitted initially on your most favorable terms.

4.3 The Consortium will not pay for any information requested herein, nor is it liable for any costs incurred by the Supplier in responding to this request. All proposals submitted become the property of the Consortium; they will not be returned and may be subject to public records law.

4.4 Delivery of proposals is to be made by the timeline stated on the first page. Proposals will be addressed to the Lead Buyer identified on the cover sheet of this request.

4.5 A legally authorized representative(s) of the Supplier must sign the proposal.

4.6 Office hours for receipt of proposals are: Monday through Friday, 8 a.m. through 4 p.m. Eastern Time.

4.7 Vendors may withdraw their proposals prior to the closing time. Proposals received after the time set for receipt will not be considered. The proposal constitutes an offer by the Supplier, which shall remain open and irrevocable for a period of 90 days.

4.8 Proposals will be opened and reviewed at the convenience of the Consortium Lead Buyer. There is no public opening.

4.9 If requested, Suppliers must submit audited financial statements for the past two (2) years (or equivalent data, i.e. bank references) in order to demonstrate its financial capability to provide the required products and/or service.

4.10 Vendors may be required to provide samples of the materials they are proposing to furnish. All samples must be provided free of charge. If a Supplier deems it necessary to limit the number of samples that will be provided, such limitations will be indicated in the Supplier's response.

4.11 Vendors are required to provide at least three valid references, including current contact information.

OPTIONS

The Affiliated Institution Option as indicated below will be included as part of the requested response.

Option 1 *Affiliated Institution Option*
Bidders have the option to have their offer extended to affiliated institutions of the Consortium. In most cases, this will include other universities that have a common procurement relationship with one or more of the Member institutions.

1a) If you extend your offer to affiliated institutions s of the Consortium, will your prices be the same? YES NO

1b) If your prices will not be the same for the affiliated institutions of the Consortium, what will be the percentage added to the Consortium price schedule?

_____Added percentage

The Current Affiliated Institutions of the Consortium are as follows:

Member Instits f98939 0.753

[redacted]

Exhibit A: Non-Collusive Certificate

By submission of this request, each Supplier and each person signing on behalf of any Supplier certifies, and in the case of a joint submittal, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his / her knowledge and belief:

1. The content of this RFP response has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other participant or with any competitor;
2. No attempt has been made or will be made by the Supplier to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or Supplier of the Consortium has received or will receive any

Exhibit B: Master Collaborative Purchasing Agreement

This Master Collaborative Purchasing Agreement (hereinafter referenced as the "Agreement") is made to be effective as of August 1, 2023 (the "Effective Date") by and between Supplier, a _____ company with offices located at _____ (hereinafter referenced as "Supplier"), and the Big Ten Academic Alliance, an Illinois not for profit corporation, with offices located at 1819 S. Neil Street, Suite D, Champaign, IL 61820 (hereinafter referenced as " Consortium ").

I. Mutual Understanding of Governing Principles

A. There will be no minimum purchase obligations under this Agreement for any Participants or Affiliates list in Attachment C (hereinafter referenced as "Participant").
B. Both parties agree that this Agreement (along with its Attachments) will set forth the entire understanding of the parties regarding the consortium award. Any previous offers by Supplier to Consortium as part of the RFP process are null and void if not contained in this document either specifically or by reference.

II. Scope

A. This Agreement shall apply to Consortium Participants, their divisions, subsidiaries and affiliates and Supplier as defined in Attachment C. Once such Participants execute a Letter of Intent, they will be eligible to participate under this Agreement. Any new Participants that are added during the course of this Agreement must be mutually approved by the parties in writing in order to be eligible to utilize this Agreement.
B. This Agreement does not constitute a purchase order. Purchases under this Agreement shall be made with Purchase Orders issued by individual Participants.
C. In performing under this Agreement, Supplier will comply with all applicable federal, state and local laws.

III. Term and Termination

A. This Agreement shall commence on August 1, 2023 and terminate on July 31, 2026, unless otherwise renewed or terminated as provided herein.
B. Each party reserves the right to terminate this Agreement in its entirety upon ninety (90) days prior written notice, without penalty.
C. This Agreement may be extended for three (3) additional one (1) year terms for up to a total contract term of six (6) years upon mutual written agreement of the parties.

IV. Pricing

A. The prices and/or pricing formula for the goods listed on Attachment A shall be applicable to all purchase orders issued by Participants under this Agreement. At the time of reservation, Supplier shall compare contract rates with rates available within Supplier’s system and shall charge the lowest applicable rate.

B. Supplier warrants it will maintain discounted percentages for the goods listed in Attachment A, and that any additional continuing discounts offered to any Participant will be made available to all of the Consortium Participants who operate in the same manner, irrespective of purchase volume. This requirement does not apply to single purchases that are based on _____ quotations, or to goods specifically priced to the individual Participant by

X. Subject Headings

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

XI. Notices

All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or certified mail, postage prepaid addressed to Supplier or to Consortium at the addresses as follows:

Consortium:	**Supplier Contact:**
Julie Sweet Director, Operations	[Name]

XV. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

SUPPLIER:	**CONSORTIUM:**
_____	_____
Signature	Signature
_____	Keith A. Marshall
Printed Name	Printed Name
_____	Executive Director
Title	Title
_____	_____
Date	Date
	_____

ATTACHMENT A

Pricing Schedule and Description of Goods/Services

[Specific to the individual agreement]

11. Tax Exempt Status

Participants may be exempt from excise, state, local and use taxes for services rendered and equipment or parts supplied for this Agreement. If Participants provide a valid tax exempt certificate to Supplier, Supplier will not charge taxes, except as otherwise required by law.

12. Certification of Products [Intentionally Omitted]

13. No Substitutions [Intentionally Omitted]

14. Packaging and Labeling [Intentionally Omitted]

15. Product Returns [Intentionally Omitted]

16. Hazardous Conditions

In the event that Supplier or Consortium learns of any issue relating to a potential safety hazard or unsafe condition in any of the goods produced hereunder, or is advised of such by competent authorities of any government having jurisdiction over such goods, it will immediately advise the other party by the most expeditious means of communication. The parties shall cooperate in communication with the public and governmental agencies and in correcting any such condition that is found to exist.

17. New and Replacement Services

New services that become available during the course of the program may be added, at the request of the Consortium or a Participant, with all terms, conditions and pricing arrangements as negotiated and agreed to at the time of introduction.

Services that are direct replacements shall be provided at the same discounted rate as the prior service that was replaced.

18. Order Fulfillment [Intentionally Omitted]

19. Consortium Acceptance of Offer

Any notice of award or contract between the selected preferred vendor and the Consortium shall be executed by the Consortium Executive Director or designee.

20. Participant Order Placement

The Participant placing the order with Supplier shall alone be liable or responsible for payment for services provided.

21. Development of Minority-owned, Women-owned, Handicap-owned, & Disadvantaged Businesses

The Consortium is committed to encouraging the development of minority-owned, women-owned, handicap-owned, and otherwise disadvantaged businesses. Supplier agrees to use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, women-owned, handicap-owned and otherwise disadvantaged businesses where appropriate. If Participants request a report, Supplier will provide such report indicating the number of subcontracting opportunities where disadvantaged businesses were utilized by Supplier. The report will be in a format mutually acceptable to Supplier and the individual Participant.

BIG TEN

29. Force Majeure

Neither party shall be liable for failure or delay in the performance of any obligation hereunder caused by:

A. Acts of God (e.g. earthquake, flood, hurricane, typhoon and other natural disasters);
B. Any civil disorder, war, insurrection, riot or interference by civil or military authorities;
C. Damage or destruction of a party's facilities or those of its subcontractors or Suppliers that impact performance hereunder;
D. Raw material shortage which significantly impacts the availability of such material;

In the event of a Force Majeure Event, the affected party shall give notice to the other party of the nature of the Force Majeure Event as soon as reasonably practicable after discovery of such Force Majeure Event. The affected party will be excused from performance during the existence of the Force Majeure Event; provided that the affected party will continue to perform its other obligations under this Agreement to the extent not impacted by the Force Majeure Event. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Force Majeure Event. Any acceptance or warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

Notwithstanding the extension of time, if the delay attributable to a Force Majeure Event remains in effect for a period in excess of ninety (90) days, either party may give written notice to the other party of termination of this Agreement. If the Force Majeure Event only relates to a single product or class/line of products, such termination will only apply to that product or class/line of products.

30. Confidentiality

The parties understand and agree that information concerning any of the information set forth herein (including all applicable exhibits) is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

Supplier and Consortium agree that any information, whether written, oral, or in the form of diagrams, PowerPoint slides or photographs, furnished by either party to the other under this Agreement shall be deemed to be proprietary to the party furnishing such information and will be maintained in confidence by the party receiving such information.

In addition, the data and information which has been or may hereafter be furnished to Supplier by Consortium in connection with Supplier's services, therefore, is the property of Consortium, and has been furnished solely to enable Supplier to render service to Consortium.

31. Governing Law

This Agreement and any purchase orders placed by Participants hereunder as well as the relationship between the parties under it shall be governed by and construed in accordance with the law of the State of Illinois or the state of the ordering Participant.

32.

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purcha in the pri me conn the pri

By submitting a signed proposal or quotation in response to the University's solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

A. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;
B. If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and
C. He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

52.203-3	Gratuities (Apr 84)
52.203-5	Covenant Against Contingent Fees (Apr 84)
52.203-6	Restrictions on Sub-Contractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-9	Procurement Integrity-Service Contracting (Sep 90)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.215-2	Audit and Records- Negotiation (Jun 1999) (Alt. II)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Sep 2000)
52.223-2	Clean Air and Water (Apr 84)
52.223-6	Drug-Free Workplace (Mar 2001)
52.227-1	Authorization and Consent (Jul 95)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
52.242-13	Bankruptcy (Jul 1995)
52.244-5	Competition in Subcontracting (Dec 96)
52.246-2	Inspection of Supplies - Fixed Price (Aug 96)
52.246-4	Inspection of Services - Fixed Price (Aug 96)

Member Institution	Member Campus
Ohio State University	Ohio State University - Newark
Pennsylvania State University	Pennsylvania State University - University Park
Pennsylvania State University	Pennsylvania State University - Abington
Pennsylvania State University	Pennsylvania State University – Lehigh Valley
Pennsylvania State University	Pennsylvania State University - Altoona
Pennsylvania State University	Pennsylvania State University – Beaver
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University – Berks
Pennsylvania State University	Pennsylvania State University – Brandywine
Pennsylvania State University	Pennsylvania State University - DuBois
Pennsylvania State University	Pennsylvania State University – Behrend
Pennsylvania State University	Pennsylvania State University – Fayette
Pennsylvania State University	Pennsylvania State University – Great Valley
Pennsylvania State University	

ATTACHMENT D

BIG TEN

ATTACHMENT E

Proposal Responses

[Specific to the individual agreement]