

ADDENDUM 2

(please sign and return with the submittal)

CHANGES

Change 1

Section 3.12. Vehicle Rental Rates: Vehicle Subsection letters and numbers corrected due to sequencing typo.

Change 2

Section 3.19. Breakdowns, Unsafe Conditions, and Emergency Assistance: Subsection J added to state “Contractor shall provide 24-hour Emergency Roadside Assistance at no additional charge.”

Change 3

Section 3.7. Customer Service Requirements, Subsection A is rewritten to read “To the best of Contractor’s ability, possess the business capacity to provide vehicles on short notice (minimum one hour), and statewide next day service.”

Change 4

Section 3.8. Service Requirements, Subsection (B)(1) is from “Locations with 24-hour service are preferred, however, at a minimum, Contractor locations shall be open and available to process pick-ups and returns of vehicles from 8:00am to 5:00pm, Monday through Sunday , with the exception of City of Phoenix Holidays.” and rewritten to read “Locations with 24-hour service are preferred, however, at a minimum, Contractor locations shall be open and available to process pick-ups and returns of vehicles from 8:00am to 5:00pm, Monday through Friday.

Change 5

Section 3.12. Vehicle Rental Rates, Subsection (A)(6) is changed from “One-Way Domestic Rentals - The Contractor will not charge additional fees for any one way domestic rentals” and is rewritten to read “One-Way Domestic Rentals – The Contractor will not charge additional fees for any one-way in-state and out of state rentals.”

Change 6

Section 3.13. Emergency Management Service Rental Rates (Fire Department Only), Subsection (B)(1) is rewritten to read “The Contractor, to the best of their ability, shall prioritize reservations for AZ-TF1 over all other reservations and rentals, including commercial (non-contract) reservations.

Change 7

Section 5.28 – Data Protection is intentionally omitted from this solicitation.

VENDOR’S INQUIRIES AND CITY’S RESPONSES

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	<p>3.3 Vehicle Requirements:</p> <p>a. Section C- new vehicles manufactured do not include spare tires. In some cases, some vehicles will have spare tires. Does the city agree to this change?</p>	<p>The City understands that some vehicle manufacturers may not include a full-sized spare tire and tire jack and agrees to this change as long as 24-hour free roadside assistance is provided. It is preferred that trucks contains full-size spare tire or at a minimum be equipped with a space saver (donut) spare or tire sealant and inflation kit.</p>
	<p>b. Section D- can not grantee skid plate/an□ slip for trucks.</p>	<p>The City has no objection to Offeror not being able to guarantee skid plate and/or anti-slip differential on trucks.</p>
	<p>c. Section M – All vehicles at Airports will have full tank of gas. We cannot grantee a full tank of gas at off airport locations. If a customer receives a vehicle without a full tank, they are only requested to return with the same level.</p>	<p>The City has no objection to this matter but prefers to receive a vehicle with a full tank of gas at the time of pick up.</p>
	<p>d. Section N: Contractor emblems and logos are displayed on box trucks cannot be removed.</p>	<p>The City has no objection to this matter.</p>
	<p>e. Section R: Vehicles are not equipped with snow tires/chains.</p>	<p>The City has no objection to this matter.</p>
2.	<p>3.7 Customer Service Requirements:</p> <p>a. Section A- we are requesting this wording be changed to; “The vendor to the best of their ability, will possess the business capacity to provide vehicles on short notice (minimum one hour), and statewide next day service.”</p>	<p>See change #3 of Addendum</p>
3.	<p>3.8 Service Requirements:</p> <p>a. Section B: All off airport locations are not opened on Sundays. We request the wording to be changed to “Monday through Friday”.</p>	<p>See change #4 of Addendum</p>
4.	<p>3.12: Vehicle Rental Rates:</p> <p>a. One-way Domestic rentals: █████ can provide one-way rentals at no charge for only in-state rentals. For out of state rentals, there will be a mileage charge.</p>	<p>See change #5 of Addendum AND See Section 3.12. Vehicle Rental Rates, Subsection E referencing unlimited mileage.</p>
5.	<p>3.13 Emergency Management:</p> <p>a. For emergency situations, there cannot be a discount provided. During emergency situations are when vehicles are mostly demanded. The contract pricing will stand for specific categories requested. Can Vendor submit pricing to be the same as the proposed rates?</p>	<p>The City is seeking for the lowest pricing for each category that an Offeror can provide and is up to the Offeror to decide what the price will be.</p>
	<p>b. Section B: can the city change the wording to: “The Contractor, to the best of their ability, shall prioritize reservations for AZ-TF1 over all</p>	<p>See change #6 of Addendum.</p>

	other reservations and rentals, including commercial (non-contract) reservations.”	
6.	3.16 Alternate Pickup and Drop off personnel. a. The current policy is the reservation name must match the person picking up the vehicle. Customer care is happy to change name if there is someone else picking up the vehicle. For security reasons, we cannot have someone else pick up a vehicle on behalf of another renter. For returning, anyone can return a vehicle. Can the City provide example of when/why someone else will be required to pick up the vehicle than the renter listed on the reservation.	Purchase Orders may be generated by City staff who may not be the ones picking up vehicles. The employee may change depending on availability during the day. Offeror should use the department contact and department as the renter of the vehicle.
7.	Vehicle Return: a. Standard policy for the State of Arizona contract and all other contracts is 29 mins. Can the city change this requirement?	No
	b. Refueling charges: per gallon charges will not be displayed on the receipt and itemized. However, if asked, the per gallon charge and the number of gallons filled can be provided by customer care.	The City requires to have the receipt/invoice itemized to appropriately adjust any changes to the purchase order issued.
8.	3.18 Mechanical and Safety issues a. We request that the city change the language “within 2 hours of being notified, <u>to the best of the vendors ability.</u> ”	The City requires the language to remain as is due to time sensitive operations. Replacement vehicles need to be available on short notice.
9.	3.20 Requirements for Contractor rental locations: a. At non-airport locations, we cannot grantee a after hours key drop box. Can this wording be changed?	See Section 3.20 – Requirements of Contractor Rental Locations, Subsection (E)(2): “At a minimum, Contractor shall provide a means for the Renter to securely return the vehicle key and document the time at which the vehicle was returned to the rental location.”
10.	Contract Termination: a. The termination is wording is only for the State. There is no wording for vendor termination. Can this be added?	See section 4.8 Contract Termination, Subsection B – Conditions and Causes for Termination, Number 1: “This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor.”
11.	Defense and indemnification: a. We are unable to indemnify when there is negligence or willful misconduct from a city employee. Can this language be changed?	Defense and Indemnification language is standard on all City of Phoenix contracts, and this cannot be changed on this solicitation.
12.	Acceptability of Insurers: a. We are self-insured. Can this language be added to this section.	See section 7.3 – Commercial General Liability – Occurrence Form, 4th Bullet point: “The Contractor’s insurance coverage must be primary and non-

		contributory with respect to any insurance or self-insurance carried by the City.”
13.	<p>Data Protection: a. This should be struck from the RFP because we are data controller not the city. Please see below:</p> <p>i. [REDACTED] is a Data Controller, Business, or other similar designation under Data Protection Regulations for the personal data it processes in order to provide car rental services to its customers, whether they are renting in a private capacity or for business (such as your employees).</p> <p>ii. In each case, the data subject is the individual renter, and it is the data subject, not you as their employer or [REDACTED], who ‘owns’ the personal data relating to them.</p> <p>iii. [REDACTED] is the Data Controller in these cases because it is [REDACTED], and not the corporate customer or anyone else, who decides the purposes and the means for processing of the personal data in order to provide the services requested by that renter.</p> <p>iv. As a Data Controller, [REDACTED] is responsible legally (to the data subjects and regulators) for the data processing we perform to provide our services, not the corporate customer. Our approach is summarized in our Privacy Policy for rental customers in each region, which can be found on our website.</p>	See change #7 of Addendum

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____