

RMA ENTERPRISE CAR RENTAL BPA (2016-2021)

AG-82X9-B-16-0002



Contracting Office:

Kim Luft (USFS), R2 Fire Contracting
Officer Email: kluft@fs.fed.us
Phone: 303-275-5405

SOLICITATION/CONTRACT/ORDERFORCOMMERCIALITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 of 36
2. CONTRACT NO. GSA: GS-33F-0015S AG-82X9-B-16-0002		3. AWARD/EFFECTIVE DATE 06/06/2016	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-82X9-S-16-0002	6. SOLICITATION ISSUE DATE 1/27/2016
7. FOR SOLICITATION INFORMATION CALL ☐:		a. NAME Kim Luft Contracting Officer kluft@fs.fed.us		b. TELEPHONE NUMBER (No collect calls) 303-275-5405	8. OFFER DUE DATE/ LOCAL TIME 02/17/2016 10:00 MST
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 100 % FOR		
USDA Forest Service Rocky Mountain Region ATTN: Kim Luft, AQM 740 Simms Street Golden, CO 80401		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLE VETERAN- VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMAN -OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN- OWNED SMALL BUSINESS (EDWOSB) 8(A) NAICS Code 532120 Size Standard \$38.5 million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	<input type="checkbox"/> 13A. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	13B. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE	16. ADMINISTERED BY		
See Individual BPA Call			See Block 9		
17a. CONTRACTOR/ OFFERER			18a. PAYMENT WILL BE MADE BY		
EAN Holdings LLC. (Enterprise) POC Bryan J. Scott 600 Corporate Park Drive St. Louis, MO 63105 314-512-3590 Bryan.j.scott@ehi.com DUNS: 831572958 Contract Type: GSA Schedule Contract Schedule 48 SIN 411-2			USDA Forest Service Rocky Mountain Region ATTN: AQM Kim Luft, Fire Contracting Officer 740 Simms Street Golden, CO 80401 -OR- Individual(s) designated on BPA Ordering Forms		
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	See Schedule of Items				
25. ACCOUNTING AND APPROPRIATION DATA JOB CODE				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5.			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO ISSUING OFFICE, CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE RFQ AG-82X9-S-15-0013 OFFER DATED 2/17/16. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (Signature Of Contracting Officer)		
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED
			Kimberly Luft, CO USFS		6/13/2016

Schedule of Items

Line Item	Class	Detail	Daily Price	Weekly Price	Monthly Price	Off Road					
						Daily Price	Weekly Price	Monthly Price			
001	Compact Car	GSA Rate	\$35.00	\$210.00	\$840.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$45.00	\$270.00	\$1,080.00						
002	Medium Car	GSA Rate	\$37.00	\$222.00	\$888.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$47.00	\$282.00	\$1,128.00						
003	Small SUV	GSA Rate	\$58.00	\$348.00	\$1,392.00						
		Open Market Fees ¹	\$42.00	\$252.00	\$1,008.00						
		Total Rate	\$100.00	\$600.00	\$2,400.00						
004	Medium SUV	GSA Rate	\$58.00	\$348.00	\$1,392.00				See Below ²		
		Open Market Fees ¹	\$52.00	\$312.00	\$1,248.00						
		Total Rate	\$110.00	\$660.00	\$2,640.00						
005a	Large SUV	GSA Rate	\$80.00	\$480.00	\$1,920.00	See Below ²					
		Open Market Fees ¹	\$50.00	\$300.00	\$1,200.00						
		Total Rate	\$130.00	\$780.00	\$3,120.00						
005b	Premium SUV	GSA Rate	\$90.00	\$540.00	\$2,160.00	See Below ²					
		Open Market Fees ¹	\$50.00	\$300.00	\$1,200.00						
		Total Rate	\$140.00	\$840.00	\$3,360.00						
006	1/2 Ton PU	GSA Rate	\$50.00	\$300.00	\$1,200.00	See Below ²					
		Open Market Fees ¹	\$50.00	\$300.00	\$1,200.00						
		Total Rate	\$100.00	\$600.00	\$2,400.00						
007a	3/4 Ton PU	GSA Rate	\$70.00	\$420.00	\$1,680.00	\$70.00	\$420.00	\$1,680.00			
		Open Market Fees ¹	\$50.00	\$300.00	\$1,200.00	\$50.00	\$300.00	\$1,200.00			
		Total Rate	\$120.00	\$720.00	\$2,880.00	\$120.00	\$720.00	\$2,880.00			
007b	1 Ton PU	GSA Rate	\$80.00	\$480.00	\$1,920.00	\$80.00	\$480.00	\$1,920.00			
		Open Market Fees ¹	\$50.00	\$300.00	\$1,200.00	\$50.00	\$300.00	\$1,200.00			
		Total Rate	\$130.00	\$780.00	\$3,120.00	\$130.00	\$780.00	\$3,120.00			
008	Mini Van	GSA Rate	\$58.00	\$348.00	\$1,392.00						
		Open Market Fees ¹	\$52.00	\$312.00	\$1,248.00						
		Total Rate	\$110.00	\$660.00	\$2,640.00						
009	14' Stake Bed	GSA Rate	\$90.00	\$540.00	\$2,160.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$100.00	\$600.00	\$2,400.00						
010	24' Stake Bed	GSA Rate	\$100.00	\$600.00	\$2,400.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$110.00	\$660.00	\$2,640.00						
011	16' Box Truck	GSA Rate	\$90.00	\$540.00	\$2,160.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$100.00	\$600.00	\$2,400.00						
012	24' Box Truck	GSA Rate	\$100.00	\$600.00	\$2,400.00						
		Open Market Fees ¹	\$10.00	\$60.00	\$240.00						
		Total Rate	\$110.00	\$660.00	\$2,640.00						
Line Item	Description	Detail	Fee		See Delivery and Pick Up section of BPA. Fees are calculated and charged from rental location where the vehicle originates.						
013	Vehicle Detail Fee	Cleaning	\$150 per vehicle								
014	Delivery Fee	Under 100 Miles	\$100 per vehicle								
		Over 100 Miles	Drivers	\$1/Mile							
			Transport	\$2/Mile							
		Large Trucks > 100 miles	\$500 per vehicle		14' to 24' Stake Bed & Box Trucks when location is > 100 Miles from Enterprise Location						
015	Drop Fee	\$250/vehicle									

1) Open Market Fees: Open Market fees are based on FAR 8.402 (f) and are for excessive vehicle wear and tear, off-road vehicle outfitting procedures, and after business hours incident support.

2) Enterprise has a limited class of vehicles with Heavy Duty tires. Enterprise will provide vehicles when available. Vehicle classes may be added to off-road price list at Enterprise's discretion. See Off Road vs Standard Use Classification below.

Agreement will be accessible on the RMACC website:
http://gacc.nifc.gov/rmcc/incident_busn_management.php

Rocky Mountain Dispatch Centers	Rental Availability Y/N	After Hour/Weekend Availability Y/N	Dedicated Program POC for Coordination (NAME & CONTACT INFO)
CO-CRC Craig Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-DRC Durango Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-FTC Fort Collins Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-GJC Grand Junction Air Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-MTC Montrose Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-PBC Pueblo Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
SD-GPC Great Plains Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
CO-RMC Rocky Mountain Area Coordination Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
WY-CDC Cody Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
WY-CPC Casper Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com
WY-RWC Rawlins Interagency Dispatch Center ██████████	YES	YES*	Bryan J. Scott Director – Government Programs 314-512-5390 Bryan.J.Scott@ehi.com

-Government issued Credit Card Reservations should use account: ██████████

-UNLIMITED MILEAGE IS INCLUDED. NO ADMINISTRATION FEES FOR CLAIMS. RENTALS ARE TAX EXEMPT.

* **24 Hour Response Emergency Situations** – Past experience with the Rocky Mountain Region has prepared the Enterprise team to respond quickly and efficiently. When the need arises, Enterprise will provide a central point of contact to the Contractor management to coordinate communication between the agency and all Enterprise Rent-A-Car locations.

If mutually deemed necessary, Enterprise will extend service hours to ensure response efforts

can begin. This coverage will allow Contractor to initiate requests whenever necessary in the event of an emergency rental need. Enterprise will provide a local POC in such situations. This POC will respond to emergency response rentals. Unless a unique arrangement is made with this POC for a specific event, reservations are serviceable only during the operating hours of our Enterprise rental branches.

DESCRIPTION OF AGREEMENT

REQUIREMENTS:

Provide Rental Vehicles for standard use and rental vehicles capable of off-road use for both fire incidents and non-incident operations. Agreements will be established by the USDA Forest Service for use within the Rocky Mountain Area (RMA), Colorado, Wyoming, South Dakota, Nebraska, and Kansas for utilization by the following agencies in support of Wildland fire operations: Bureau of Land Management, USDA - Forest Service, National Park Service, Bureau of Indian Affairs, U.S. Fish & Wildlife Service and the States of Colorado, Wyoming, South Dakota, Nebraska, and Kansas.

Vendors, when requested by the Contracting Officer or authorized representative, will be required to fill forest fire suppression staffs immediate needs for an off-road or standard-use vehicles. Vendor is required to establish an ordering/customer code for both standard use and off-road use orders.

The rented off-road vehicles will be used for hauling personnel, tools, material and equipment. They will be subject to operation over narrow, unimproved dirt and/or gravel roads, through mountains, smoky/dusty conditions, and timbered areas where brush scratches and minor dents may occur to bumpers and body. Brush scratches and minor dents will be considered normal wear and tear. Minor windshield glass damage, such as, but not limited to, "oyster-shell" rock chips will be considered normal wear and tear unless the driver's visibility is obscured. There may be chips from flying rocks, and there may be scratches from brush along the roads. Such wear, chips and scratches will be considered "ordinary wear and tear" reflected in the rates paid for the resource and to the extent stated in Loss Damage or Destruction Section. Acceptance of a BPA award by the vendor equates to concurrence to the use of the rental units off paved, graded, state, or professionally maintained roads or driveways (when order is placed under the off-road order/customer code).

Off Road vs Standard Use Clarification: Enterprise authorizes Customer, its Eligible Renters and any Additional Authorized Drivers to operate rental vehicles off a paved road in the United States, but only on road surfaces intended for the use of private passenger motor vehicles and upon which standard vehicle tires are appropriate. For these types of orders, utilize the standard use vehicles and BPA pricing. For use on any other road surfaces (i.e. trails, unmaintained paths and similar surfaces and/or conditions), Customer must request in writing during the reservation process such anticipated off-road use and Enterprise will only provide authorization of use if the vehicle is available with appropriately rated tires for such surfaces which will be confirmed in writing during the reservation process. The rental activity which requires driving off a paved road must be for Customer's Business Use only. Such use shall not be deemed a violation of the Rental

Contract.

Enterprise Off-Road Use Program for vehicles other than 1 Ton and ¾ Ton Pick Up Trucks

- Restricted to ½ Ton Pick-up, Standard SUV and Large SUV Class Only (See sample list below)
- Vehicle must have an 18” wheel
- Cost Per Vehicle: \$1,200 (one-time fee in addition to accepted Daily/Weekly/Monthly rates within BPA)
 - This will cover the cost for installment of four heavy duty tires
 - Post Rental Vehicle Inspection – Performed at Firestone (CVI) or other vendor selected by Enterprise
- Sample of Vehicles (Sample Only: Some vehicle types may not be available in certain regions)

Standard SUV 4WD	Full Size SUV 4WD	1/2 Ton Pick Up
Equinox	Suburban	Dodge Ram 1500
Highlander	Tahoe	Ford F-150
Pathfinder	Pilot	Chevrolet Silverado 1500
Edge	Yukon	
FJ Cruiser	Expedition	
Terrain	Armada	
Venza		
Xterra		
Crosstour		
Santa Fe		
Sorento		
Outback		
4Runner		
Journey		
Explorer		
Grand Cherokee		
Murano		

PROCESS

1. PRE-RENTAL
 - a. Forest Service identifies need and submits request for off road vehicle
 - b. ERAC branch locates vehicle and takes it to Firestone or other vendor for installment of 4 heavy duty tires **(No aggressive tread patterns will be installed)**
2. RENTAL
 - a. Off Road Reservation sent by FG Support Team to the branch
 - b. ERAC rents the vehicle to the Forest Service
 - c. The process from Reservation to Rental should not typically exceed 72 hours
3. POST-RENTAL
 - a. Branch takes vehicle to Firestone or other vendor for a full CVI
 - b. Branch records record of CVI approval – complete damage report if needed

- c. The approved damage guidelines attached to the BPA would be followed
- d. Once approved, the Unit is placed back into general use
- e. Enterprise will manually track the purchased E Class tires and will make “Best Effort” to re-rent the same vehicles for off road use to avoid duplicate \$1200 fees.

LOCATION OF WORK:

Vehicles will be needed, based on fire activity locations at time of need, in the entire Rocky Mountain Area: Colorado, Wyoming, South Dakota, Nebraska, and Kansas.

The Enterprise network of locations provides service to all 48 contiguous states and the District of Columbia. This includes service to the Entire Rocky Mountain Area: Colorado, Wyoming, South Dakota, Nebraska, and Kansas.

Renters are allowed to rent within the RMA for RMA assignments. Renters are also allowed to pick-up and return to RMA Enterprise locations for assignments outside of the RMA. If pick-up or drop off location is outside the RMA, please utilize host unit car rental program.

PERIOD OF PERFORMANCE:

BPA shall not exceed 5 years from date of award. BPAs will be reviewed annually by the awarding Contracting Officer. BPA can be cancelled by either party with 30 days written notice.

EXTENT OF OBLIGATION:

The Government is only obligated to the extent of actual authorized purchases made under the BPA.

Individual purchases under the awarded BPAs will not exceed the purchasing authority of the individual placing the order. No single order for an individual shall exceed \$3000.

INDIVIDUALS AUTHORIZED TO PLACE ORDERS:

For individual overhead orders (Option 1 below), the renter may place the order direct with the BPA Holder but the rental must be approved on the Overhead Resource Order.

For Option 2, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

Enterprise has established a designated Government Support Team to service the unique needs of the Bureau of Land Management and other Federal Government customers. Some of the responsibilities of this team include providing assistance with accepting and responding to requests for vehicles, placing reservations, managing road side assistance issues, invoicing, and receipting payments, and handling all customer questions and concerns.

RENTAL PROCESS:

BPA CALL SCHEDULE:

Government will place orders individually, on a need-only basis.

ORDERING: There are two ordering/reservation options:

1. **Direct with Vendor.** A renter may reserve a vehicle directly with vendor when paying with a travel/credit card. The renter should have the rental vehicle approved on their overhead resource order, at a minimum, but an equipment resource order (E#) is not needed for this option. The renter can contact Vendor directly to make the reservation, either over the phone, in person, or online. RENTER WILL SELECT APPROPRIATE CUSTOMER/ORDER CODE BASED ON RESOURCE ORDER: OFF ROAD **OR** STANDARD USE. Copy of order form and RO will be sent to Enterprise Location/POC.
2. **Order through Dispatch.** A resource order will be placed by the host unit with the BPA Holder. BPA Holder will provide fill information back to the ordering dispatch center. Copy of appropriate order form and ROs will be provided to Enterprise Location/POC. The renter or host dispatch center will gather the required documentation and submit to USDA Forest Service Rocky Mountain Regional Office or assigned procurement officials for payment (as annotated on the rental forms).

RESERVATION PROCESS: *See RMA Car Rental SOP*

GOVERNMENTS RESPONSIBILITIES AND PAYMENT PROCEDURES:

Payment under Option 1 will be made by the renter. For payments for Option 2, a complete payment envelope/cover sheet package will be mailed to:

**USDA Forest Service
Rocky Mountain Region
Acquisition Management
740 Simms Street
Golden, CO 80401
ATTN: Kim Luft, Fire CO**

All orders under awarded BPA for Option 2 will include delivery orders or sales slips that include:

- Name of Contractor
- BPA Number
- Date of Purchase
- Sale/Purchase Order Number
- Itemized List of Items Furnished
- Quantity and Unit Price
- Dates of Rental (Receipt and Drop Off)

Summary invoice will be billed monthly. Payments will only be made by Government Purchase Card by a Warranted Contracting Officer.

DELIVERY AND PICK UP

Delivery of Vehicles – Enterprise provides two options for delivery of vehicles:

- a) Option A: Pick up - Customer pick up at Enterprise Branch Location - Vehicles can be picked up at the Enterprise branch location for no additional fee.
- b) Option B: Delivery - Customer can choose to have vehicles delivered to a defined location with the following terms and fees:
 - 1. Delivery request must be made and confirmed at time of reservation
 - 2. A \$100.00 per unit delivery fee will apply when the point of vehicle hire (Enterprise branch location) is located within 100 miles of the delivery location.
 - 3. Greater than 100 mile distance:
 - a. A \$1.00 per mile delivery fee will apply when vehicles are DRIVEN to the requested delivery site by Enterprise personnel and point of vehicle hire (Enterprise branch location) is located more than 100 miles from the delivery location.
 - b. A \$2.00 per mile delivery fee will apply when vehicles are TRANSPORTED (vehicle carrier) to the requested delivery and point of vehicle hire (Enterprise branch location) is located more than 100 miles from the delivery location.
 - 4. LARGE TRUCKS: A \$500.00 per unit delivery fee will apply when the point of vehicle hire (Enterprise branch location) is located more than 100 miles from the delivery location. 14ft & 24ft stake bed, 16ft & 24ft box truck

Return of Vehicles - Enterprise provides two options for the return of vehicles:

- c) Option A: Return to Location - Customer must return rental vehicles to the originating branch location for no additional fees.
- d) Option B: Collection - Customer can choose to have vehicles collected from a defined location with the following terms and fees:
 - (1) Collection request must be made 72 hours in advance of rental end date
 - (2) A U.S. Forest Service POC must be present during normal business hours to conduct vehicle inspections and return of vehicle keys

- (3) A \$100.00 per unit collection fee will apply when the point of vehicle hire (Enterprise branch location) is located within 100 miles of the collection location.
- (4) Greater than 100mile distance:
 - (a) A \$1.00 per mile collection fee will apply when vehicles are DRIVEN from the requested collection site by Enterprise personnel and point of vehicle hire (Enterprise branch location) is located more than 100 miles from the collection location.
 - (b) A \$2.00 per mile collection fee will apply when vehicles are TRANSPORTED (vehicle carrier) from the requested collection site and the point of vehicle hire (Enterprise branch location) is located more than 100 miles from collection location.
- (5) LARGE TRUCKS: A \$500.00 per unit collection fee will apply when the point of vehicle hire (Enterprise branch location) is located more than 100 miles from the collection location. 14ft & 24ft stake bed, 16ft & 24ft boxtruck

OTHER: if government needs to return vehicle to location other than point of hire (renting branch) call the vendor provided reservation phone number. Vendor designated BPA POC shall determine if this is an option, and what fees will be assessed. In order for Incident Management Team (IMT) member(s) to take a vehicle out of area, their resource orders must allow for rental of a vehicle and the authorized ordering official must approve in writing. **Drop Fees: Vehicles dropped off at an Enterprise branch location but not the originating location will be subject to a drop fee of up to \$250.**

DAMAGES: Vehicles used at an incident will be expected to contain more wear and tear. Details of damage beyond normal wear and tear for this agreement are listed below. Damages shall be handled separately as a claim for repair and payment. ***See RMA Damage and Repair SOP Annex***

Scratches = Over 2" that cannot be buffed out of the body of the vehicle

Glass = A star or crack larger than the middle circle shown in the damage evaluator in the Damage & Repair SOP or a star of any size between imaginary lines extending upward from the sides of the steering wheels.

Dents = Larger than 2" or multiple dents per panel

Undercarriage = Damage that compromises the structure, safety, or operability of the vehicle

Interior = Rips, tears, and broken parts on the interior of the vehicle

Tires = Damage would be considered: flat tire, missing chunks of tread, or destruction of the sidewall. Hosting agency is responsible for the costs of replacing damaged tires. These costs will be invoiced by Enterprise to the appropriate contact.

Enterprise does not grant permission to the hosting agency the option of replacing tires. Enterprise has approved vendors to manage the process of tire replacement. Contact Enterprise POC.

LOSS, DAMAGE, OR DESTRUCTION:

For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor, the Contractor's agents or employees, or Government employee owned and operated equipment. See RMA Damage and Repair SOP Annex

The Government will be responsible for mechanical failure when the damage is a result of not properly maintaining or operating a vehicle to the manufacturer's recommended requirements post-delivery/pick up. Examples include but are not limited to maintaining proper fluid levels, load limits, towing capacity, etc.

**Per Enterprise GSA Schedule Contract: GS-33F-0015S Section viii:
Insurance and Damage Liability**

- When loss or damage to the rental vehicle occurs during the term of the rental contract and or a third party claim results due to an exception stated above, EAN will submit its bills directly to the renter's Government agency to the attention of the renter at the official duty address. If the agency denies liability EAN will handle the matter directly with the renter. **Claims for damage to a vehicle will not include amounts for administrative costs, loss of use or replacements.**
- In the event of an accident or if repairs become necessary, the renter should immediately notify EAN to request a replacement vehicle, if necessary, and for instructions for the disposition of the disabled vehicle. The renter will notify EAN of any accident, obtain a police report if one is reasonably available, and will fill out an EAN accident report when requested to do so. EAN will advise the renter that, under some state laws, failure to report an accident may result in the renter being charged with cost of repairs to the rented vehicle.

CLAIMS: Claims process based on type of user (IMT, AD, Single resource, procured with travel card).

- **Single Resource with Govt. issued credit card:** Damages – Claims and damages will be settled separately by the employee's servicing contracting officer and should not be billed to the rental charge card. The employee is responsible for completion of the appropriate forms and photos of damage. The OF-289, Property Loss or Damage Report or SF-91, Motor Vehicle Accident Report and SF-94, Statement of Witness shall be completed. Forms and other documentation shall be submitted to the local incident business or administrative point of contact, who will coordinate with the servicing contracting officer of the incident host agency. This contact will be provided to the Enterprise Claim Department or appropriate Enterprise POC per the above LOSS, DAMAGE, OR DESTRUCTION portion of this agreement. Refer to the Interagency Incident Business Management Handbook (chapters 30 and 70) for specific information. Accountability for damages will be determined by the home unit.
- **Single Resource without Govt. issued credit card:** Damages – Claims and damages will be settled separately by the servicing contracting officer of incident host agency and should not be billed a renter's charge card. The individual assigned to the vehicle is responsible for completion of the appropriate forms and photos of damage. The OF-289, Property Loss or Damage Report or SF-91, Motor Vehicle Accident Report and SF-94, Statement of Witness shall be completed. Forms shall be submitted to the local incident business or administrative point of contact, who will coordinate with the servicing contracting officer of the incident host agency. . This contact will be provided to the Enterprise Claim Department or appropriate Enterprise POC per the above LOSS, DAMAGE, OR DESTRUCTION portion of this agreement. Refer to the Interagency Incident Business Management Handbook (chapters 30 and 70) for specific information. The individual may be contacted to assist in the processing of the claim for damages. If any negligence is

determined, the individual may be held financially accountable for a portion of the claim. This will be determined by the individual's hiring unit and agency.

- ***Incident Pool Rigs (Transportation Units, Ground Support):*** Damages – Ground Support Unit Leaders are responsible for ensuring the completion of the appropriate forms and photos of damage. The OF-289, Property Loss or Damage Report or SF-91, Motor Vehicle Accident Report and SF-94, Statement of Witness shall be completed. Forms and other documentation shall be submitted to the appropriate payment contact, who will coordinate with their servicing contracting officer of the incident host agency. . This contact will be provided to the Enterprise Claim Department or appropriate Enterprise POC per the above LOSS, DAMAGE, OR DESTRUCTION portion of this agreement. Refer to the Interagency Incident Business Management Handbook (chapters 30 and 70) for specific information. The Ground Support Unit Leader and/or vehicle operator may be contacted to assist in the processing of the claim for damages. If any negligence is determined, the vehicle operator may be held financially accountable for a portion of the claim.

MILEAGE: The daily rental rate includes mileage.

TOWING: The vendor is responsible for towing except when: Mechanical breakdown is a result of negligence (See above under Loss Damage Destruction).

The Government is responsible for all towing expenses when vehicle is not parked on a paved professionally maintained road.

The Government is responsible for all towing resulting from incidents of damage or accident.

TAXES/SURCHARGES: Items like Vehicles License Fees/Surcharges/Taxes will not be included in the rate. These items, when applicable, will be itemized on the receipt and added to the commercial invoice.

FUEL: The government is not required to return the vehicle(s) with a full tank of gas, or to the level when initially rented. Vehicles returned with less fuel than when rented, however, will be charged the current regional market price per gallon to return fuel to original level at the time of rental.

DETAIL/CLEANING FEE: There is a detail fee of **\$150.00** per vehicle per order. This shall be added to the commercial invoice and paid a single time once the vehicle is returned to the vendor. OFF ROAD ONLY. Enterprise retains the right to charge a \$150.00 detailing fee for non- off road use vehicles in any event a vehicle is returned in an unkempt condition

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

or

<http://farsite.hill.af.mil/>

52.212-4 Contract Terms and Conditions – Commercial Items (May 2015)

52.236-7 Permits and Responsibilities (Nov 1991)

52.245-1 Government Property (Apr 2012)

52.223-1 Biobased Product Certification (May 2012)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)

CONTRACT CLAUSES

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Dec 2015).

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__X_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__X_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

- ___(iii) Alternate II (Nov2011).
- ___(13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___(ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___(iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___(14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- ___(15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___(ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___(iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___(iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___(16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- _X_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___(18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___(19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___(ii) Alternate I (June 2003) of [52.219-23](#).
- ___(20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___(21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___(22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___(23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___(24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___(25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- _X_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) [52.222-35](#), Equal Opportunity for Veterans (Apr 2015)([38 U.S.C. 4212](#)).
- _X_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (July 2014) ([29 U.S.C. 793](#)).
- _X_ (32) [52.222-37](#), Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- _X_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___(35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___(ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___(36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___(37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___(ii) Alternate I (DEC 2007) of [52.223-16](#).
- _X_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- _X_ (39) [52.225-1](#), Buy American Act—Supplies (May 2014) ([41 U.S.C. 10a-10d](#)).
- ___(40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83, 19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___(ii) Alternate I (Mar 2012) of [52.225-3](#).
- ___(iii) Alternate II (Mar 2012) of [52.225-3](#).

___(iv) Alternate III (Nov 2012) of [52.225-3](#).

___(41) [52.225-5](#), Trade Agreements (Nov 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___(44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___(45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___(46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___(47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___(48) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___(49) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

X (50) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)). (CHECK or GPC)

___(51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___(52)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___(ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___(1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___(5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___(6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___(7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

___(8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___(9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDITIONAL INFORMATION REQUIRING VENDOR CERTIFICATION

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS Alternate 1 (Feb 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States

Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (DEVIATION 2012-01) Alternate 1 (Feb 2012).

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that–

(1) The Offeror is [], is not [X] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ADDITIONAL FAR CLAUSES THAT APPLY:

52.208-4 Vehicle Lease Payments (Feb 1995)

52.208-5 Condition Of Lease Vehicles (Apr 1984)

52.208-6 Markings Of Leased Vehicles (Apr 1984)

52.236-7 Permits and Responsibilities (Nov 1991)

52.243-1 Changes - Fixed Price (Aug 1987)

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS
(452.209 -71) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that

is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

(End of clause)

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant agreement.

TITLE
Exhibit A – Enterprise RMA Car Rental SOP
Exhibit B – RMA Damage and Repair Guidelines
Exhibit C – Rental Vehicle Use Envelope
Exhibit D – Incident Vehicle Tracking Form
Exhibit E – Vehicle Ordering Form B-1
Exhibit F – Vehicle Ordering Form B-2
Exhibit G – RMA online Reservation Instructions



Exhibit A

2016 Enterprise Rental Vehicle Program Standard Operating Procedures

To assist in incident mobilization and cost containment efforts, the Rocky Mountain Area has established Blanket Purchasing Agreements (BPA) through the U.S. Forest Service Region 2 to be used in the support of fire suppression, severity, and all-hazard incidents INSIDE THE STATES OF COLORADO, WYOMING, SOUTH DAKOTA, KANSAS AND NEBRASKA. Resources traveling to other geographic areas need to use the comparable agreement for that area.

These agreements are preferred over car rentals arranged through emergency travel agencies, as the rates, damage thresholds, cleaning fees and delivery/drop-off charges have been pre-negotiated. Travelers renting cars outside these agreements are responsible for ensuring they follow the General Expectations for Incident Rental Vehicles (see p. 9), and all renters must request the GARS insurance coverage.

This SOP must be used for ALL rentals where an off-road vehicle is requested, and may also be used for standard vehicle rentals.

There are two options for billing: centralized billing to the Regional Fire Contracting Officer (for those resources who do not have a government-issued travel card), and charge to the resource's travel card.

For additional information or assistance with any of the procedures listed, contact:

Kimberly Luft – R2 Fire Contracting Officer
kluft@fs.fed.us
303-275-5405 (office)
303-981-0958 (cell)

Brooke Malcolm – RMACC Business Manager
brooke_malcolm@fws.gov
303-445-4306 (office)
303-386-5152 (cell)

This SOP provides the process for the RMA Car Rental BPA: AG-82X9-B-16-0002.

Prior to utilizing a rental car on an emergency incident, the proper mode of transportation must be determined. The mode of transportation must result in the greatest advantage to the Government and be approved in advance by the incident agency (via the resource order) and the employee's supervisor. This authorization must be clearly stated in the Special Needs section of the resource order.

When use of a rental car has been approved, most agency policy limits the vehicle size to compact vehicles only. Employees may be approved to upgrade rental vehicle size under the following circumstances:

1. To accommodate the transportation of additional government equipment that is so large that it cannot reasonably fit into a compact vehicle. Standard SUV or pickup rentals are available to accommodate these needs.
2. Sharing a rental vehicle with other employees.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

3. Travelers will be accessing areas of extremely rough terrain, which would require the use of a vehicle with off road capabilities to ensure safe travel. THESE RENTALS ARE THE EXCEPTION, NOT THE RULE! If an off-road vehicle is authorized, the resource order must clearly state "OFF-ROAD authorized" in Special Needs.

DAMAGES

Employees With Charge Card – Claims and damages will be settled separately by the USFS Region 2 Fire Contracting Officer and should not be billed to the rental charge card. The employee is responsible for completion of the appropriate forms and photos of damage. The OF-289, Property Loss or Damage Report or SF-91, Motor Vehicle Accident Report and SF-94, Statement of Witness shall be completed. Forms and other documentation shall be submitted to the local incident business or administrative point of contact, who will coordinate with the USFS Region 2 Fire Contracting Officer. Refer to the Interagency Incident Business Management Handbook (chapters 30 and 70) for specific information. Accountability for damages will be determined by the home unit.

Employees Without a Charge Card - Claims and damages will be settled separately by the USFS Region 2 Fire Contracting Officer and should not be billed to the renter's charge card. The individual assigned to the vehicle is responsible for completion of the appropriate forms and photos of damage. The OF-289, Property Loss or Damage Report or SF-91, Motor Vehicle Accident Report and SF-94, Statement of Witness shall be completed. Forms shall be submitted to the local incident business or administrative point of contact, who will coordinate with the USFS Region 2 Fire Contracting Officer. Refer to the Interagency Incident Business Management Handbook (chapters 30 and 70) for specific information. The individual may be contacted to assist in the processing of the claim for damages. If any negligence is determined, the individual may be held financially accountable for a portion of the claim. This will be determined by the individual's hiring unit.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

ALL OFF-ROAD VEHICLE RENTALS

The Rocky Mountain Area Coordination Center will administer the Enterprise off-road vehicle rental BPA, in coordination with the USFS Region 2 Fire Contracting Officer. This is to ensure that all procedures are followed correctly, vehicles are tracked closely, and to maximize the efficiency of utilizing these vehicles, since there is a substantial additional cost to the government for them.

Procedures:

1. All vehicle operators must possess a valid State-issued driver's license.
2. A resource order will be generated for the employee incident assignment, specifying in the Special Needs block that an OFF-ROAD rental vehicle is authorized. "4 wheel drive" or "4x4" authorizations will not be considered the same as an off-road authorization.
3. The resource's dispatch center will complete the "Request for Off-Road Vehicle" form, found at: <http://goo.gl/forms/TGXssUfrjqpNuBCm1> and follow up with a phone call to the RMACC Business Manager.
4. The online form submission will generate the Form B-1 Vehicle Rental Order Form, which will be e-mailed to the RMACC Business Manager with cc: to the requesting dispatch center.
5. When the form is received, the Business Manager will proceed to make the necessary arrangements according to the agreement.
6. When a vehicle reservation is secured, the information will be forwarded to the requesting dispatch center and the USFS Region 2 Fire Contracting Officer.
7. If using a government-issued travel card, the resource must present the card at time of pickup.
8. The employee will obtain a copy of the rental agreement and ensure the BPA # is listed on the agreement to ensure the terms of the agreement are met.
 - a. Employee will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment for fuel upon return of the vehicle
9. The employee responsible for the vehicle is required to perform a pre-use inspection of the rental vehicle according to the rental company's procedures/forms. Documentation (including photos, if camera is reasonably available) of all pre-existing damage is required.
10. The rental agreement PLUS A COPY OF THE RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the renter is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident (specifying that a rental car is authorized) should be kept with the original documentation until vehicle is returned to vendor.
- 11. Prior to returning an off-road rental vehicle, resources should call the RMACC Business Manager to determine whether or not the vehicle will be kept in a pool. The resource will receive instructions on how/where to deliver the vehicle.**
12. Unless otherwise approved, vehicle shall be returned to point of pickup in condition in which it was received (fueled and clean). The employee responsible for the vehicle is required to perform a post-use inspection of the rental vehicle according to the rental company's procedures/forms.
13. The vendor will compile all required documentation and invoice through the BPA Payment Process to the USFS Region 2 Fire Contracting Officer.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

STANDARD RENTAL FOR EMPLOYEE WITH A GOVERNMENT-ISSUED TRAVEL CARD

A government employee that has a government-issued travel card may utilize this BPA and pay (for themselves only) using that travel card at the time of rental. This option allows the employee to arrange and pay for their own travel, but fall within these terms and conditions unique to incident support (i.e. claims, off-road use, etc.).

Procedures:

1. All vehicle operators must possess a valid State-issued driver's license.
2. A resource order will be generated for the employee incident assignment, specifying in the Special Needs block that a rental vehicle is authorized.
3. The resource or dispatch center will contact the vendor directly to make arrangements for the rental and **MUST** provide a Vehicle Rental Order Form (Form B-1) with a copy of the mobilization resource order via fax, email or in person. The form must specify if a 4X4 or all-wheel vehicle is required at the time of order (this must be specifically authorized in Special Needs). Alternatively, resources and requesting officials may use the online reservation system for this agreement (see attached instructions).
4. The employee shall provide the travel card when the car is picked up. However, pre-charging or placing holds on travel cards is prohibited (see p.9, General Expectations for Incident Rental Vehicles).
5. The employee will obtain a copy of the rental agreement and ensure the BPA # is listed on the agreement to ensure the terms of the agreement are met.
 - a. Employee will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment for fuel upon return of the vehicle
6. The employee responsible for the vehicle is required to perform a pre-use inspection of the rental vehicle according to the rental company's procedures/forms. Documentation (including photos, if camera is reasonably available) of all pre-existing damage is required.
7. The rental agreement PLUS A COPY OF THE RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the renter is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident (specifying that a rental car is authorized) should be kept with the original documentation until vehicle is returned to vendor.
8. Unless otherwise approved, vehicle shall be returned to point of pickup in condition in which it was received (fueled and clean). The employee responsible for the vehicle is required to perform a post-use inspection of the rental vehicle according to the rental company's procedures/forms.
9. Employee will obtain a final invoice from the rental car company for purposes of reconciling the travel card bill. Final invoice and resource order should be retained as documentation for audit purposes.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

STANDARD RENTAL FOR EMPLOYEE WITHOUT A GOVERNMENT-ISSUED CHARGE CARD

Orders for vehicles under this category and utilizing this BPA shall only be placed by dispatch centers, buying team members, or other authorized officials. Employees without charge cards are NOT authorized to order vehicles for themselves.

Procedures:

1. All vehicle operators must possess a valid State-issued driver's license.
2. Resource order will be generated for the employee incident assignment, specifying in the "Special Needs" block that a rental vehicle is authorized.
3. The resource's dispatch center (or other authorized ordering official) will contact the vendor directly to make arrangements for the rental and **MUST** provide a Vehicle Rental Order Form (Form B-1) with a copy of the mobilization resource order via fax, email or in person. The form must specify if a 4X4 or all-wheel vehicle is required at the time of order (this must be specifically authorized in Special Needs), and the "Invoiced through BPA Payment Process" option with the appropriate contact information should be chosen. Alternatively, requesting officials may use the online reservation system for this agreement (see attached instructions).
4. Vendor will contact the requesting official within 2 hours of the order to arrange delivery or pickup.
5. The employee will obtain a copy of the rental agreement and ensure the BPA # is listed on the agreement to ensure the terms of the agreement are met.
 - a. Employee will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment for fuel upon return of the vehicle
6. The employee responsible for the vehicle is required to perform a pre-use inspection of the rental vehicle according to the rental company's procedures/forms. Documentation (including photos, if camera is reasonably available) of all pre-existing damage is required.
7. The rental agreement PLUS A COPY OF THE RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the renter is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident (specifying that a rental car is authorized) should be kept with the original documentation until vehicle is returned to vendor.
8. Unless otherwise approved, vehicle shall be returned to point of pickup in condition in which it was received (fueled and clean). The employee responsible for the vehicle is required to perform a post-use inspection of the rental vehicle according to the rental company's procedures/forms.
9. The vendor will compile all required documentation and invoice through the BPA Payment Process to the USFS Region 2 Fire Contracting Officer.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

INCIDENT POOL VEHICLES (TRANSPORTATION UNITS, GROUND SUPPORT)

Orders for vehicles under this category, utilizing this BPA, shall only be placed by buying team members or other authorized officials.

Procedures:

1. All vehicle operators must possess a valid State-issued driver's license.
2. Resource orders (one per vehicle) will be generated for the vehicles. Resource orders will specify the type of vehicle needed (i.e., 4x4, ½-ton, sedan, etc.)
3. Buying team members or other authorized officials will complete the Rental Vehicle Request Form (see Form B-2) and provide via fax, email or in person to the vendor. The Rental Vehicle Request Form is **REQUIRED** before the vendor can arrange any rental unit. The Rental Vehicle Request Form should specify if a 4X4 or off-road vehicle is required (according to incident needs). The Rental Vehicle Request Form shall specify "Invoiced through BPA Payment Process" and the appropriate contact information shall be provided. **THE BPA INVOICING PROCESS SHOULD BE USED FOR ALL INCIDENT POOL VEHICLES. THESE VEHICLES SHOULD NOT BE RENTED ON GOVERNMENT-ISSUED PURCHASE CARDS.**
4. Vendor will contact the requesting official within 2 hours of the order to arrange delivery or pickup.
5. Personnel assigned to pick up the vehicle(s) will obtain a copy of the rental agreement and ensure the BPA# is listed on the agreement to ensure the terms of the agreement are met.
 - a. Personnel will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment of fuel upon return of the vehicle
6. Personnel assigned to pick up the vehicles are required to perform pre-use inspections of the rental vehicles according to the rental company's procedures/forms. Documentation (including photos, if camera is reasonably available) of all pre-existing damage is required.
7. The rental agreement PLUS A COPY OF THE VEHICLE'S RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the vehicle is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident should be kept with the original documentation until vehicle is returned to vendor.
8. An Incident Vehicle Use Envelope will be used to track use of the vehicle for the entirety of the rental period. Support units responsible for the pooled vehicles shall maintain a log of operator use for each vehicle on a daily basis. The logs will be placed in the incident file package at the conclusion of the incident.
9. Vehicles should be fueled prior to being returned. Whenever possible, vehicles should be returned in a cleaned condition. Vehicles shall be returned to point of pickup unless other arrangements are approved. Personnel responsible for the return of the vehicles are required to perform a post-use inspection of the rental vehicle according to the rental company's procedures/forms.
10. The vendor will compile all required documentation and invoice through the BPA Payment Process to the USFS Region 2 Fire Contracting Officer.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

STANDARD RENTALS FOR INCOMING SINGLE RESOURCES

Single resources coming to the Rocky Mountain Area who need rental vehicles may use this BPA. Use the following process to reserve rental cars for this need.

Incoming resources WITH A GOVERNMENT-ISSUED TRAVEL CARD may use any rental company they wish for standard rental vehicles. Use of this BPA is one option for such resources.

1. All vehicle operators must possess a State-issued driver's license.
2. When rental vehicles are authorized, the resource order must specify if a 4X4 or all-wheel vehicle is required at the time of order (this must be specifically authorized in Special Needs). The incident dispatch should direct incoming resources and/or sending dispatch centers to the Vehicle Rental Order Form (Form B-1) and BPA information on the RMACC website (http://gacc.nifc.gov/rmcc/incident_busn_management.php). The sending dispatch or resource should complete the form with required information and forward it with a copy of the resource order to the Enterprise contact listed on the form. Alternatively, renters may use the online reservation system for this agreement (see attached instructions).
3. Renters using government-issued travel cards shall provide the travel card when the car is picked up. However, pre-charging or placing holds on travel cards is prohibited (see p.9, General Expectations for Incident Rental Vehicles).
4. The employee will obtain a copy of the rental agreement and ensure the BPA # is listed on the agreement to ensure the terms of the agreement are met.
 - a. Employee will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment for fuel upon return of the vehicle
5. The employee responsible for the vehicle is required to perform a pre-use inspection of the rental vehicle according to the rental company's procedures/forms. Documentation (including photos, if camera is reasonably available) of all pre-existing damage is required.
6. The rental agreement PLUS A COPY OF THE RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the renter is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident (specifying that a rental car is authorized) should be kept with the original documentation until vehicle is returned to vendor.
7. Unless otherwise approved, vehicle shall be returned to point of pickup in condition in which it was received (fueled and clean). The employee responsible for the vehicle is required to perform a post-use inspection of the rental vehicle according to the rental company's procedures/forms.
8. Employee will obtain a final invoice from the rental car company for purposes of reconciling the travel card bill. Final invoice and resource order should be retained as documentation for audit purposes.
9. For those rental vehicles that will be invoice billed against the BPA, the vendor will compile all required paperwork and invoice through the BPA Payment Process to the USFS Region 2 Fire Contracting Officer.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

STANDARD RENTALS FOR INCOMING INCIDENT MANAGEMENT TEAM RESOURCES

Incident Management Team (IMT) resources coming to the Rocky Mountain Area who need rental vehicles may use this BPA. Use the following process to reserve rental cars for this need.

1. All vehicle operators must possess a State-issued driver's license.
2. The incident agency dispatch will receive the IMT roster. Dispatch should submit Vehicle Rental Order Form (Form B-2) to the incoming Incident Commander (IC) or their designee. IMT designee will complete the spreadsheet with information for those needing a rental car reservation and will return the Vehicle Rental Order Form to the incident dispatch.
3. Dispatch will forward the Rental Vehicle Request Form to the buying team or RMACC Business Manager (if no Buying Team is assigned), who will place the order with the rental car company.
4. The Vehicle Rental Order Form is **REQUIRED** before the vendor can arrange any rental unit. The form should specify if a 4X4 or all-wheel vehicle is required. The Vehicle Rental Order Form shall specify "Invoiced through BPA Payment Process" and the appropriate contact information provided for those resources that do not have a government-issued travel card or "Government Employee Credit Card" for those employees who possess a government-issued travel card.
5. Vendor will contact the buying team member or RMACC Business Manager within 2 hours of the order to confirm the order and vehicle pickup instructions.
6. When IMT resources arrive at the airport or pickup location, the employee will obtain a copy of the rental agreement and ensure the BPA # is listed on the agreement to ensure the terms of the agreement are met.
 - a. Employee will decline the following:
 - i. Any and all insurance coverage options
 - ii. Prepayment for fuel upon return of the vehicle
 - b. Employees who are in possession of a government-issued travel card are to follow the procedures listed under "Standard Rentals for Employees With a Government-Issued Travel Card" and are expected to rent the vehicle with their travel card.
 - c. Employees who do not possess a government-issued travel card are to follow the procedures listed under "Standard Rentals for Employees Without a Government-Issued Travel Card".
7. The rental agreement PLUS A COPY OF THE VEHICLE'S RESOURCE ORDER must be left in the vehicle's glove box until it is returned. In the event the resource is reassigned to a new incident prior to returning the vehicle to the vendor, the resource order for the new incident should be kept with the original documentation until vehicle is returned to vendor.
8. At the end of the incident, vehicles shall be returned in the condition in which they were received (fueled and clean) to point of rental unless other arrangements have been made.
9. For those rental vehicles that will be billed against the BPA, the vendor will compile all required paperwork and invoice through the BPA Payment Process to the contact listed on the Rental Vehicle Request Form.

2016 Enterprise Rental Vehicle Program
Standard Operating Procedures

General Expectations for Incident Rental Vehicles

- A rental vehicle should only be acquired when the Special Needs block of a resource order specifically authorizes one. Off-road rental vehicles should be used sparingly, and must be specifically authorized. 4x4 rental authorizations will not be considered the same as off-road authorizations.
- No off-road vehicles should be rented independently from the RMA Enterprise Off-Road Vehicle BPA.
- Any employee with a government-issued travel card is expected to pay for and claim ALL travel expenses on a travel voucher, in lieu of using a direct-bill BPA option or other payment method.
- Incident rental vehicles should be treated with care. Renters will be held accountable for any damages and additional fees due to mistreatment and/or negligence.
- Renters should ALWAYS:
 - Reserve the most economical compact vehicle available, unless a larger/more expensive class is specifically authorized on the resource order;
 - Document all pre-existing damage (including photos if possible) prior to use;
 - Decline any supplemental insurance offered by the rental agency;
 - Decline to pre-pay for any part of the rental, including fuel;
 - Take prudent care to clean and refuel the vehicle prior to returning it;
 - Return the vehicle to the place of rental, unless other arrangements have been pre-approved.
- Damages incurred during incident use must be properly documented on an OF-289 or SF-91 as soon as possible. Forms, photos, and other documentation should be promptly submitted to finance/contracting staff as documentation for the claims process.
- The renter is responsible for ensuring that the appropriate paperwork is completed to transfer a vehicle to another renter. The credit card/payment method associated with a rental vehicle should ALWAYS belong to whomever is using the vehicle at that time. For pool vehicles, appropriate documentation will be the responsibility of the Ground Support Unit or fleet manager.

EXHIBIT B

Damage & Repair Guidelines

Off Road Use – Use of vehicles off of paved or professionally maintained roads is restricted to ONLY properly equipped off-road vehicles rented under the Enterprise off-road rental BPA.

Impact Damage (body, undercarriage, glass, etc.) – Damages are defined as follows:

- Scratches larger than 2", or multiple scratches per panel, will be considered damage. Damage will be considered a scratch if it is through the paint. Generally this can be determined if a fingernail catches on the scratch when running fingernail along painted surface. Light markings not through the paint will be considered normal wear and tear.
- Dents larger than 2" or multiple dents per panel will be considered damage. Dents smaller than 2" will be considered normal wear and tear if there are no more than two per panel.
- Impact to undercarriage will be considered damage if the impact causes damage to structural or mechanical parts that require repair in order to maintain value and safety of vehicle.
- Any unusual wear to the interior such as discoloration, rips in upholstery, broken parts, etc., will be considered damage.

Tires/Brakes – (Excluding rentals under off-road BPA) In the event that there is tire damage due to off-road use, the Agency/renter will be responsible for the remaining useful life of the damaged tire. Damage may include flats caused by punctures but may also be in the form of unusual wear such as missing chunks of tread, unusual wear patterns, etc. For purposes of determining useful remaining life, it will be agreed that the average useful tire life is 40,000 miles. For example, a tire needing replacement at 20,000 miles would have 50% useful life.

Tires requiring replacement shall be replaced with a like tire (brand, type, and size).

In the event that there is premature wear of the brakes, the Agency/renter will be responsible for the remaining useful life of the brakes. For purposes of determining useful remaining life, it will be agreed that the average useful life of brakes is 50,000 miles.

ROADSIDE ASSISTANCE – 1-800-307-6666

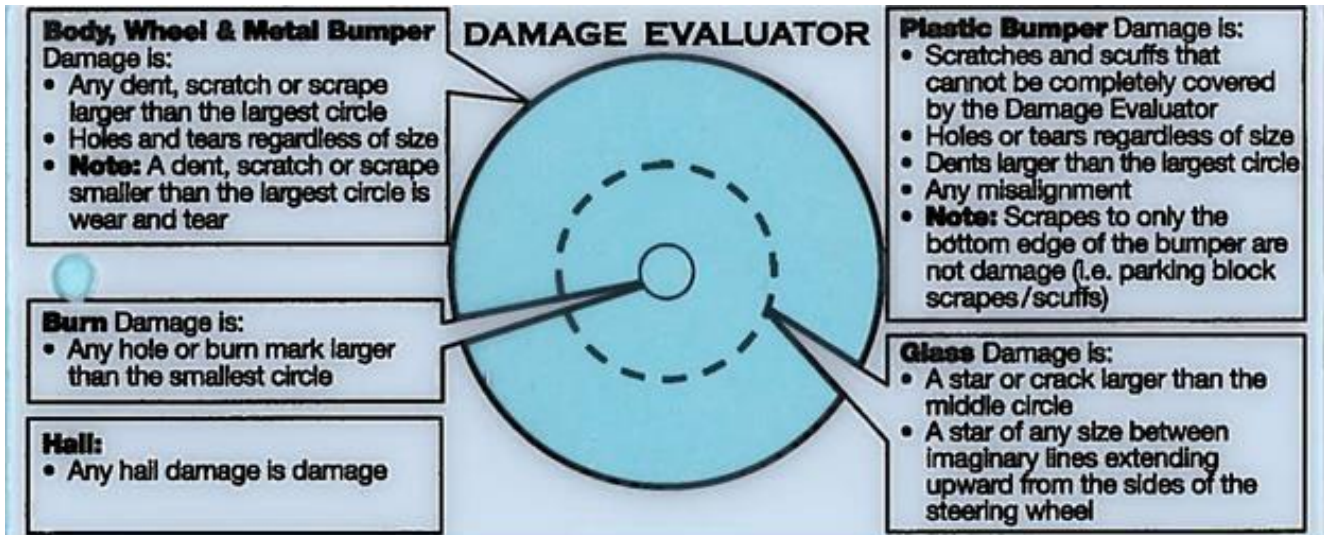


EXHIBIT C

INCIDENT VEHICLE RENTAL – USE ENVELOPE

BLANKET PURCHASE AGREEMENT

NOTE TO FINANCE: THIS IS NOT AN EERA

THIS ENVELOPE MUST REMAIN IN/WITH THE VEHICLE AND MUST BE RETURNED TO ENTERPRISE FOR PAYMENT PROCESSING PER ORDERING FORM

BPA VENDOR: Enterprise Rent-a-Car
BPA NUMBER: AG-82X9-B-16-0002

RENTAL VEHICLE MAKE/MODEL

RENTAL VEHICLE LICENSE NUMBER

INCIDENT NAME	INCIDENT NAME	INCIDENT NAME	INCIDENT NAME
INCIDENT/PROJECT ORDER NUMBER	INCIDENT/PROJECT ORDER NUMBER	INCIDENT/PROJECT ORDER NUMBER	INCIDENT/PROJECT ORDER NUMBER
EQUIPMENT RESOURCE ORDER #	EQUIPMENT RESOURCE ORDER #	EQUIPMENT RESOURCE ORDER #	EQUIPMENT RESOURCE ORDER #
OVERHEAD ASSIGNED (NAME)	OVERHEAD ASSIGNED (NAME)	OVERHEAD ASSIGNED (NAME)	OVERHEAD ASSIGNED (NAME)
OVERHEAD RESOURCE ORDER #	OVERHEAD RESOURCE ORDER #	OVERHEAD RESOURCE ORDER #	OVERHEAD RESOURCE ORDER #
DATE/TIME ASSIGNED	DATE/TIME ASSIGNED	DATE/TIME ASSIGNED	DATE/TIME ASSIGNED
DATE/TIME RETURNED	DATE/TIME RETURNED	DATE/TIME RETURNED	DATE/TIME RETURNED
DATE/TIME REASSIGNED	DATE/TIME REASSIGNED	DATE/TIME REASSIGNED	DATE/TIME REASSIGNED

FORMS:

- EQUIPMENT RESOURCE ORDER **(FOR EACH INCIDENT ASSIGNED)**
- OVERHEAD RESOURCE ORDER
- COPY OF BLANKET PURCHASE AGREEMENT
- COPY OF RENTAL CAR AGREEMENT
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PREUSE)
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (POSTUSE)
- INCIDENT BPA EQUIPMENT RENTAL SHEET CON'T

RENTAL INFORMATION:

TRANSPORTATION COORDINATOR:

Incident Agency:

Address:

PHONE NUMBER:

CELL PHONE:

DISPATCH CENTER:

EXHIBIT D

INCIDENT VEHICLE TRACKING AND ACCOUNTABILITY FORM

RENTAL VEHICLE CHECK-OUT	INCIDENT NAME	DATE PREPARED	TIME PREPARED
RENTAL VEHICLE RETURNED TO:	CITY, STATE	DATE RETURNED	TIME RETURNED

Resource Order # _____ Rental Vehicle # _____ Vehicle License Plate w/State _____
Make _____ Model _____ 2W 4WD Color _____
Rental Company _____ Contact _____
Address _____ City, State _____

Checked out to: _____ Valid Driver's License checked Resource Order # _____

In Lieu of Letter for AD/Casual Hire Inspected for Damages - Out Inspected for Damages - Returned

I acknowledge that by signing this form I am responsible for the care and safe operation of this vehicle. I will report any damage immediately to Ground Support. I understand that this vehicle belongs to the incident and is being provided to me for use on the incident. It will be turned in promptly to Ground Support before I demobilize from the incident in good condition with all supplies and garbage removed. Any reassignment of this vehicle will be approved by the Incident Agency, documented through the Ground Support Unit and tracked by resource order in ROSS.

Operator Signature _____ Date _____ Position _____

Checked in by _____ Date _____ Position _____

Checked out to: _____ Valid Driver's License checked Resource Order # _____

In Lieu of Letter for AD/Casual Hire Inspected for Damages - Out Inspected for Damages - Returned

I acknowledge that by signing this form I am responsible for the care and safe operation of this vehicle. I will report any damage immediately to Ground Support. I understand that this vehicle belongs to the incident and is being provided to me for use on the incident. It will be turned in promptly to Ground Support before I demobilize from the incident in good condition with all supplies and garbage removed. Any reassignment of this vehicle will be approved by the Incident Agency, documented through the Ground Support Unit and tracked by resource order in ROSS.

Operator Signature _____ Date _____ Position _____

Checked in by _____ Date _____ Position _____

INCIDENT VEHICLE TRACKING AND ACCOUNTABILITY FORM

Checked out to: _____ Valid Driver's License checked Resource Order# _____

In Lieu of Letter for AD/Casual Hire Inspected for Damages - Out Inspected for Damages - Returned

I acknowledge that by signing this form I am responsible for the care and safe operation of this vehicle. I will report any damage immediately to Ground Support. I understand that this vehicle belongs to the incident and is being provided to me for use on the incident. It will be turned in promptly to Ground Support before I demobilize from the incident in good condition with all supplies and garbage removed. Any reassignment of this vehicle will be approved by the Incident Agency, documented through the Ground Support Unit and tracked by resource order in ROSS.

Operator Signature _____ Date _____ Position _____

Checked in by _____ Date _____ Position _____

Checked out to: _____ Valid Driver's License checked Resource Order# _____

In Lieu of Letter for AD/Casual Hire Inspected for Damages - Out Inspected for Damages - Returned

I acknowledge that by signing this form I am responsible for the care and safe operation of this vehicle. I will report any damage immediately to Ground Support. I understand that this vehicle belongs to the incident and is being provided to me for use on the incident. It will be turned in promptly to Ground Support before I demobilize from the incident in good condition with all supplies and garbage removed. Any reassignment of this vehicle will be approved by the Incident Agency, documented through the Ground Support Unit and tracked by resource order in ROSS.

Operator Signature _____ Date _____ Position _____

Checked in by _____ Date _____ Position _____

Checked out to: _____ Valid Driver's License checked Resource Order# _____

In Lieu of Letter for AD/Casual Hire Inspected for Damages - Out Inspected for Damages - Returned

I acknowledge that by signing this form I am responsible for the care and safe operation of this vehicle. I will report any damage immediately to Ground Support. I understand that this vehicle belongs to the incident and is being provided to me for use on the incident. It will be turned in promptly to Ground Support before I demobilize from the incident in good condition with all supplies and garbage removed. Any reassignment of this vehicle will be approved by the Incident Agency, documented through the Ground Support Unit and tracked by resource order in ROSS.

Operator Signature _____ Date _____ Position _____

Checked in by _____ Date _____ Position _____



EXHIBIT E

**VEHICLE RENTAL ORDER FORM(B-1)
ROCKY MOUNTAIN GEOGRAPHIC AREA**

Bureau of Land Management
USDA – Forest Service
National Park Service
Bureau of Indian Affairs
U.S. Fish & Wildlife Service
States of Colorado, South Dakota, Wyoming, Nebraska & Kansas

Date: _____

Rental Agency/City: _____ BPA Number: AG-82X9-B-16-0002

Incident Name/Number: _____ Resource Order Number (E or O#) _____

Vehicle Type(s): _____ Date/Time Needed: _____

Pick Up Location: _____

*****ALL RENTALS WILL BE UTILIZED FOR A MINIMUM OF 14 DAYS UNLESS OTHERWISE SPECIFIED*****

Renter Name: _____

Renter Phone Number: _____

Requestor/Authorized Ordering Official (if different from renter):

Name: _____ Phone Number: _____

How will this order be paid?

- Government Employee Charge Card, **Customer#** _____
(Coordinate with employee at time of pickup/drop off)

- Invoiced through BPA Payment Process, **Customer #** _____
(Vendor must submit this order form with invoice package to the payment contact listed below.)

U.S. GOVERNMENT IS TAX EXEMPT



Exhibit F

B-2 Vehicle Rental Order Form

Rental Vehicle Request Form										
Incident Name:						Incident Number:				
Name of Traveler	Date Needed	Time Needed	Position on Incident	Resource Order Number ¹	Government Issued Charge Card (Yes/No)	Type of Vehicle Requested	Off-Road Requested (Yes/No)	To be Completed by Incident Agency		
								Resource Location/ Pick Up Location ²	BPA Agreement Number	Customer #
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
								Enterprise	AG-82X9-B-16-0002	
ALL VEHICLES WILL BE UTILIZED FOR A MINIMUM OF 14 DAYS UNLESS OTHERWISE SPECIFIED										

- 1) Resource Order Numbers must be formatted as Incident + Resource Order when making rental reservations. Such as CO-RMC-160001 O-1
 2) Submit the completed form to Enterprise: EnterpriseSupport-USFS@ehi.com Additional Enterprise points of contact: Fax number 844-827-0323 and Phone 866-264-2027

IMT Point of Contact	Phone Number	Email or Fax
Local Agency Point of Contact (Name of Personnel Placing Order)	Phone Number	Email or Fax
Payment Contact Name:	Phone Number	Email or Fax

ROCKY MOUNTAIN GEOGRAPHIC AREA
 Bureau of Land Management
 USDA - Forest Service
 National Park Service
 Bureau of Indian Affairs
 U.S. Fish & Wildlife Service
 States of Colorado, Wyoming, South Dakota, Nebraska, and Kansas

VENDOR: A COPY OF THIS FORM WILL NEED TO BE RETURNED WITH MONTHLY BILLING STATEMENT FOR RENTALS USING BPA INVOICE PAYMENT PROCESS.

FOR RMACC USE ONLY			
Authorizing Official Name	Phone Number	Email	Booking Code

Exhibit G

Rocky Mountain Region 2 BPA – Web Reservations

The website for Enterprise Rent-A-Car supports reservations for the Rocky Mountain R2 BPA. Go to www.enterprise.com and follow the steps below to book reservations. Use of the website is intended for single orders. Large orders may require coordination among Enterprise locations. See the BPA's standard operating procedures for off-road vehicle rentals.

Step 1:

Go to www.enterprise.com and begin to complete reservation fields (see red outlines below)

The screenshot shows the top navigation bar with the Enterprise logo, links for Careers, Help, USD (\$), USA (En), and SIGN IN / JOIN. Below the navigation bar are buttons for Rent, Buy, Share, Learn, Locations, and For Business. The main content area is titled 'START A RESERVATION' with a link 'OR VIEW / MODIFY / CANCEL'. The 'LOCATION' field is highlighted with a red box and contains the placeholder text 'Enter a ZIP code, city, airport, rail station or port, then select from the dropdown'. Below the location field are two checkboxes: 'Return to a different location' (unchecked) and 'Use my current location' (checked). The 'PICK-UP' field is highlighted with a red box and shows '13 Jun 2016 12 :00 PM'. The 'RETURN' field shows '15 Jun 2016 12 :00 PM'. The 'RENTER AGE' field shows '25+'. A 'Promotion Code or Account Number (Optional)' field is highlighted with a red box. A green 'CONTINUE' button is located at the bottom right of the form.

Step 2:

Begin rental location search

The screenshot shows the top navigation bar with the Enterprise logo, links for Careers, Help, USD (\$), USA (En), and SIGN IN / JOIN. Below the navigation bar are buttons for Rent, Buy, Share, Learn, Locations, and For Business. The main content area is titled 'START A RESERVATION' with a link 'OR VIEW / MODIFY / CANCEL'. The 'LOCATION' field is highlighted with a red box and contains the text 'Durango'. Below the location field is a dropdown menu with search results for Durango: 'Durango Airport DRO', 'Durango, Colorado, US', and 'Durango, Iowa, US'.

Step 3:

Enter the account number as shown below. Account [REDACTED] is for single use rentals paid by the renter's government credit card. Dispatch centers have accounts for their use.

START A RESERVATION

OR [VIEW / MODIFY / CANCEL](#)

LOCATION

Durango, Colorado, US X

Return to a different location

Use my current location

PICK-UP

01

Jun 2016

12

:00 PM

→

RETURN

21

Jun 2016

12

:00 PM

RENTER AGE

25+

FGPR2FC

CONTINUE

Step 4:

If more than one Enterprise rental location matches your search description, choose your preferred rental location.

enterprise R2 USDA FOREST SERVICE - CON1916784 Account Number Added Total: \$0.00

Remove

1. RENTAL DETAILS ✓ Jun 1 to Jun 21 → 2. PICK-UP & RETURN Durango, Colorado, US → 3. VEHICLE Select Vehicle Class → 4. EXTRAS Select Extras

CHOOSE AN ENTERPRISE LOCATION

Durango, Colorado, US X

Use my current location

LOCATION TYPE ▾




ALL LOCATIONS OPEN SUNDAYS

2 LOCATIONS

- 1 **Durango**
26977 Highway 160
Durango, CO 81301
[Details >](#) **SELECT**
- 2 **Durango Airport**
1000 Airport Rd
Durango, CO 81303
[Details >](#) **SELECT**

Step 5:

Choose your vehicle class by selecting from available options.

<p>Intermediate SUV Details</p> <p>Toyota RAV4 or similar</p> <p>AUTOMATIC</p>  <p>PAY LATER</p> <p>\$ 600.00 Per Week \$ 1,964.20 Total</p> <p>What's included</p> <p>SELECT</p>	<p>Pick-Up Truck Details</p> <p>Nissan Frontier or similar</p> <p>AUTOMATIC</p>  <p>PAY LATER</p> <p>\$ 600.00 Per Week \$ 1,964.20 Total</p> <p>What's included</p> <p>SELECT</p>	<p>Large Pick-up Details</p> <p>Dodge Ram 1500 Quad Cab or similar</p> <p>AUTOMATIC</p>  <p>PAY LATER</p> <p>\$ 600.00 Per Week \$ 1,964.20 Total</p> <p>What's included</p> <p>SELECT</p>
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Step 6:

Review your reservation selections. Eligible tax exemptions will be applied at the time of rental.


R2 USDA FOREST SERVICE - CON1916784 [Account Number Added](#)
Total: \$1964.20

REVIEW & RESERVE

Price Details

VEHICLE CLASS	CHANGE VEHICLE
Large Pick-up <small>For 3 week(s) - \$ 600.00 / week</small>	\$ 1,800.00
VEHICLE MILEAGE	
Unlimited Mileage	Included
TAXES & FEES	LEARN MORE ABOUT TAXES AND FEES
CO ROAD SAFETY FEE	\$ 40.00
OWNERSHIP TAX (2.0%)	\$ 36.00
SALES TAX (2.9%)	\$ 52.20
SALES TAX (2.0%)	\$ 36.00
ESTIMATED TOTAL	\$1,964.20

Rental Summary



LARGE PICK-UP
Dodge Ram 1500 Quad Cab or similar [MODIFY](#)

PICK-UP/RETURN LOCATION
Durango [MODIFY](#)

DATES & TIMES
12:00 PM
Wednesday, June 1, 2016 [MODIFY](#)

Step 7:

Complete renter details and provide Incident and Request Number. Incident and Request Number must be formatted correctly. Example: CO-RMA-123456 O-1

Renter Details

All fields are required except those marked optional

CONTACT DETAILS

First Name

Sample

Last Name

Sample

Phone Number

866-264-2027

Email Address

Enterprisesupport-USFS@ehi.com

Sign up for Enterprise Email Specials

By selecting this checkbox you are confirming that you would like to receive email promotions and offers from Enterprise. You can unsubscribe at any time by using the links provided in the emails. [View our Privacy Policy](#)

ADDITIONAL DETAILS

Incident and Request

Enter Incident & Request Number in exact format as Resource Order

CO-RMA-123456 O-1

Step 8:

Press "Reserve Now" and the Enterprise Rental location will receive your reservation.

COMPLETE YOUR RESERVATION

You will be charged \$ 1,964.20 when you pick up your rental.

RESERVE NOW