

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>			1. REQUISITION NUMBER 1160670		PAGE OF 1 32	
2. CONTRACT NO. 1202SB26T0002		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. <b>FOR SOLICITATION INFORMATION CALL:</b> a. NAME TONYA CAMPBELL		b. TELEPHONE NUMBER (No collect calls) 208-521-6835		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY USDA-FS PPS INCIDENT PROCUREMENT EQUIPMENT AND SERVICES BRANCH-EAST 3833 S DEVELOPMENT AVE BOISE ID 83705-5354			CODE 02SB	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 532111 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) SIZE STANDARD: \$47		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
15. DELIVER TO As Indicated On Each Call			CODE	16. ADMINISTERED BY USDA-FS PPS INCIDENT PROCUREMENT EQUIPMENT AND SERVICES BRANCH-EAST 3833 S DEVELOPMENT AVE BOISE ID 83705-5354		
17a. CONTRACTOR/ OFFEROR		CODE 1103879207#	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		
EAN HOLDINGS LLC 600 CORPORATE PARK DR SAINT LOUIS MO 63105-4204						
TELEPHONE NO.						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 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	24. AMOUNT
	GSA Contract #: 47QMCB25D000F UEI: R81NZZ21QP95 The resulting agreement No. 1202SB26T0002 establishes the finalized BPA, which consists of (a) GSA Contract #:47QMCB25D000F (Company's GSA Schedule Contract), (b) FS GSA eBuy Request for Quote (RFQ) RFQ1788226/1202SB26Q0001, (c) EAN's Technical Proposal, and (d) this agreement award document (collectively the "Contract Document"). All clauses and provisions flow down from Company's GSA Schedule Contract to any and all <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call		26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES 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.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		31b. NAME OF CONTRACTING OFFICER (Type or print)	
		TONYA M. CAMPBELL	
30c. DATE SIGNED		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>BPA calls from this agreement award.</p> <p>The Contract Documents are intended to be complementary and interpreted in accord, with words and phrases interpreted in a manner consistent with rental vehicle industry standards. In the event a particular term and/or condition is not consistent amongst the Contract Documents, the Company's GSA Schedule Contract shall take precedence. However, should the Company's GSA Schedule Contract be silent on the issue, the parties shall work collaboratively to resolve any ambiguity looking to items such as commercial industry standards and the Company's quote submission for guidance.</p> <p>Period of Performance: 03/17/2026 to 03/16/2027</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

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**SECTION B – BLANKET PURCHASE AGREEMENT (BPA) DELIVERABLES**

**B. BLANKET PURCHASE AGREEMENT (BPA) DELIVERABLES, TABLE 1**

Line Item	Vehicle Category	Direct	Indirect	Off-Road Use <sup>3</sup>	Daily Price <sup>1</sup>	Weekly Price <sup>1</sup>	Monthly Price <sup>1</sup>	Mileage <sup>2</sup>
001	Economy				\$45.00	\$270.00	\$1,080.00	No Charge
002	Compact				\$45.00	\$270.00	\$1,080.00	No Charge
003	Intermediate				\$45.00	\$270.00	\$1,080.00	No Charge
004	Standard				\$45.00	\$270.00	\$1,080.00	No Charge
005	Full Size				\$49.00	\$294.00	\$1,176.00	No Charge
006	Premium				\$63.00	\$378.00	\$1,512.00	No Charge
007	Luxury				\$70.00	\$420.00	\$1,680.00	No Charge
008	Minivan				\$85.00	\$510.00	\$2,040.00	No Charge
009	12 Passenger Van				\$120.00	\$720.00	\$2,880.00	No Charge
010	15 Passenger Van				\$150.00	\$900.00	\$3,600.00	No Charge
011	Compact SUV				\$75.00	\$450.00	\$1,800.00	No Charge
012	Intermediate SUV				\$75.00	\$450.00	\$1,800.00	No Charge
013	Standard SUV				\$75.00	\$450.00	\$1,800.00	No Charge
014	Jeep/Crossover				\$75.00	\$450.00	\$1,800.00	No Charge
015	Full Size SUV				\$120.00	\$720.00	\$2,880.00	No Charge
016	Premium SUV				\$120.00	\$720.00	\$2,880.00	No Charge
017	Standard Pick-Up Truck				\$65.00	\$390.00	\$1,560.00	No Charge
018	Full Size Pick-Up Truck				\$75.00	\$450.00	\$1,800.00	No Charge
019	Convertible				\$45.00	\$270.00	\$1,080.00	No Charge
020	Intermediate Hybrid				\$45.00	\$270.00	\$1,080.00	No Charge
021	Full Size Hybrid				\$49.00	\$294.00	\$1,176.00	No Charge
022	Electric Vehicles				\$105.00	\$630.00	\$2,520.00	No Charge
023	12' Box Truck, No Lift Gate				\$93.00	\$558.00	\$2,232.00	\$14/mile
024	15' Box Truck, No Lift Gate				\$93.00	\$558.00	\$2,232.00	\$14/mile
025	15' Box Truck, with Lift Gate				\$93.00	\$558.00	\$2,232.00	\$14/mile
026	16' Box Truck, with Lift Gate				\$93.00	\$558.00	\$2,232.00	\$14/mile
027	20' Box Truck, with Lift Gate				\$95.00	\$570.00	\$2,280.00	\$14/mile
028	24' Box Truck, with Lift Gate				\$95.00	\$570.00	\$2,280.00	\$14/mile
029	26' Box Truck, with Lift Gate				\$95.00	\$570.00	\$2,280.00	\$14/mile
030	Heavy Duty Pick up (3/4 ton)				\$90.00	\$540.00	\$2,160.00	No Charge
031	3/4 Ton Pick Up 4WD Diesel				\$90.00	\$540.00	\$2,160.00	No Charge
032	Heavy Duty Pick up (1 ton)				\$95.00	\$570.00	\$2,280.00	No Charge
033	1 Ton Pick Up Truck 4WD Diesel				\$95.00	\$570.00	\$2,280.00	No Charge
034	12' Stake Truck				\$95.00	\$570.00	\$2,280.00	\$14/mile
035	Stake Class 4/5 Conventional				\$95.00	\$570.00	\$2,280.00	\$14/mile
036	16' Stake Truck				\$95.00	\$570.00	\$2,280.00	\$14/mile
037	24' Stake Truck				\$95.00	\$570.00	\$2,280.00	\$14/mile
038	26' Stake Truck				\$95.00	\$570.00	\$2,280.00	\$14/mile
039	Mini Cargo Van				\$95.00	\$570.00	\$2,280.00	No Charge
040	Standard Cargo Van				\$95.00	\$570.00	\$2,280.00	No Charge
041	Heavy Duty Cargo Van				\$95.00	\$570.00	\$2,280.00	No Charge
042	Heavy Duty XL Cargo Van				\$95.00	\$570.00	\$2,280.00	No Charge
043	Hi-Roof Cargo Van				\$95.00	\$570.00	\$2,280.00	No Charge
044	Gooseneck Class 4/5 Conventional				\$120.00	\$720.00	\$2,880.00	No Charge
045	Dump Body Class 4/5 Conventional				\$120.00	\$720.00	\$2,880.00	No Charge
046	Utility/Service Body				\$120.00	\$720.00	\$2,880.00	No Charge
047	Utility/Service Body 4/5 Conventional				\$120.00	\$720.00	\$2,880.00	No Charge
048	Hi-Roof cargo Van-Reefer				\$160.00	\$960.00	\$3,840.00	No Charge
049	14 FT Box Truck-Reefer				\$170.00	\$1,020.00	\$4,080.00	\$14/mile
050	24 FT Box Truck Reefer				\$185.00	\$1,110.00	\$4,440.00	\$14/mile
051	26 FT Box Truck-Reefer				\$185.00	\$1,110.00	\$4,440.00	\$14/mile

<sup>1</sup> The following Location Surcharges apply in addition to the rates listed in the chart above. Therefore, daily, weekly, and monthly rates will incorporate Surcharges where applicable and which may (similar to the Open Market Item fees) result in a charge to the customer that exceeds the ceiling rate.

Per Day	Geographic Location
\$5.00	AL, AZ, CA, CO, CT, DC, KY, IL, IN, MA, MD, MT, ND, NJ, NM, NY, NV, RI, SD, VA, WA, WV, WY
\$18.00	Alaska, Hawaii, Puerto Rico, City of San Francisco, New York City (Manhattan, Brooklyn, Bronx, Queens, Staten Island), Long Island

Item	Type	Description	Note
044	*Vehicle Cleaning / Detailing	Charged as necessary: Detail/Cleaning Fee = \$50/vehicle for Contractor services Charged as necessary: Detail/Cleaning Fee - as invoiced by third-party cleaning service	Expense associated with vehicle cleaning beyond normal wear and tear.
045	*Vehicle Delivery, Vehicle Pick-up / Collection	Optional Service: Vehicle Delivery and/or Pick-up / Collection \$1.00/mile Optional Service: Vehicle Delivery and/or Pick-up / Collection: \$2.50/mile per vehicle if completed by transport vendor	Delivering vehicle(s) to a customer designated location other than an Enterprise location or picking up vehicle(s) from the customer designated location other than an Enterprise location.
046	Drop Fee or One Way Fee	\$1.00/mile for the distance between point of pickup and point of return \$1.00/mile for the distance between point of pickup and point of return	Enterprise Rent-A-Car Locations Enterprise Truck Rental Locations (Must be requested & approved by Enterprise in advance of vehicle return)
047	*Other Fees	<sup>3</sup> Off-Road/Emergency Use Accessorial Service Vehicle Staging Navigation Assistance Other ancillary products required by award Other customer services required by award	See footnote below Pricing for these categories will vary and be agreed upon by the parties in writing. Add-on products requested by the customer. Example: camper top, tonneau cover, vehicle hitch, etc. Services requested by the customer which are not included with the standard rental, but which can be accommodated from time to time.
048	Roadside Assistance	Service for non-mechanical breakdown. Charges for issues such as lockouts, lost keys, jump starts, out of fuel, and tire changes as requested by renter during the rental period	Requests for Roadside Assistance Services may be placed at any time during the rental. These services may be charged on the rental invoice or separately invoiced. Service charges vary according to the requested service.
049	Tolls and Citations	Tolls, citations and other legal violations	Ordering agency agrees to pay to EAN all fines, costs and penalties paid by EAN, its affiliates or a third party on their behalf for tolls, citations and other legal violations assessed to EAN which are incurred during the Government's use of the rental vehicle. To offset the costs associated with processing these fees/costs, EAN may assess an administrative processing fee in the amount stated on the EAN (or EAN affiliated renting entity) rental agreement that is associated with the vehicles rented by the Government.

<sup>2</sup> Enterprise may charge up to \$1.14 per mile driven for Stake Bed trucks, Box trucks, and Cutaway trucks, in addition to the contracted Rate plus applicable Location Surcharge.

# National Emergency Rental Vehicles (NERV)

<sup>3</sup> Vehicle line items in CLINs 030 – 038 and 044 - 047 will have an "Off-Road/Emergency Use Accessorial Service" fee of up to \$30 per day charge for every day the vehicle is rented. If the Government reserves vehicles under CLIN 018 for use in "Off-Road Conditions" and that request is approved by Enterprise in writing, vehicles ordered will have an "Off-Road/Emergency Use Accessorial Service" fee of up to \$30 per day charge for every day the vehicle is rented.

CLINs	Vehicle Category
018	Full Size Pick-up Trucks
030 to 033	Heavy Duty 3/4 and 1 Ton Pickup Truck
034 to 038	Stake Bed Truck
044 to 047	Gooseneck, Dump Body, and Utility Trucks

Hourly Rates: May be charged when vehicles are returned past the agreed return time. Hourly charges may not exceed the awarded daily rate.

*\*Off road Use, see Section C.1.1 Off Road*

**Direct and Indirect Rentals.** Direct rentals are made directly to the individual renter (overhead, crew, equipment single use, and/or aviation single user order) at an established company rental location (branches, airports, etc.) and require national coverage. Indirect rentals comprise of equipment pool/mobilization center orders and/or bulk preseason orders. Indirect rentals are not typically rented directly to a user, rather they are rented by an incident, location, or organization.

**Tax Exempt.** Per C.6.2, rentals made under this BPA are considered purchases made directly by the Federal Government and are exempt from State taxes.

**Ceiling Rates.** The rates identified in the schedule of items represent ceiling rates for each of the categories. See C.6.5

## B.1 PARTICIPATING LOCATIONS

See Appendix C

## **SECTION C – REQUIREMENTS**

### **C.1 PURPOSE**

Blanket Purchase Agreements (BPA) will be established by the United States Department of Agriculture (USDA) - Forest Service (USFS), hereinafter referred to as the “Government”, for vehicles to be rented on a nationwide basis. Vehicles rented under this agreement will primarily be utilized by personnel from the National Wildfire Coordinating Group (NWCG) agencies which include Bureau of Indian Affairs, Bureau of Land Management, U.S. Fish & Wildlife Service, National Park Service, USDA/USFS, and the National Association of State Foresters.

The rental car company signing this BPA, hereinafter referred to as the “Company”, agrees that the terms and conditions set forth herein take precedence over the provisions of any Company rental document that the Government employee may sign when renting a vehicle.

#### **C.1.1 Off-Road**

Notwithstanding contrary provisions in any rental contract, the Company authorizes USDA Forest Service (Government) and 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 use on any other road surfaces (i.e., trails, unmaintained paths, and similar surfaces and/or conditions), the Government must request in writing during the reservation process such anticipated use and the Company will only provide authorization of use if the vehicle is available with appropriately rated tires for such surfaces which will be confirmed during the reservation process. Vehicle orders submitted under CLINS 030-038 of the Company Schedule of Items indicate a need (and request) to operate the vehicle on off-road terrain not otherwise intended for the use of private passenger motor vehicles and upon which standard vehicle tires are not appropriate. The rental activity which requires driving off a paved road must be for the Government’s official use only; specifically, the suppression of wildfires. Such use shall not be deemed a violation of the rental contract. Operation off a paved road as set forth herein will not affect the Damage or Liability Protection coverage provided (if any) to the eligible renters or additional authorized driver unless the eligible renter(s) or additional authorized driver(s) fail to comply with the terms and conditions of the rental contract or the Government fails to notify the Company in writing during the reservation process of the need for off paved road use so appropriate tires can be outfitted on the vehicle.

Vehicles procured under CLINS 030-038 of the schedule of items will be subject to an “Off-Road/Emergency Use Accessorial Service Fee” as detailed in Appendix B. At the time of reservation, the Government may submit a request to the Company to operate vehicles under CLIN 018 and CLINs 044-047 on road surfaces not intended for the use of private passenger motor vehicles and upon which standard vehicle tires are not appropriate; if the vehicle(s) are available with appropriately rated tires and the request is approved by the Company in writing, vehicles procured/ordered will be subject to an “Off-Road/Emergency Use Accessorial Service Fee” as detailed in Appendix B.

## **C.2 AGREEMENT PERIOD**

The BPAs shall be 12 months from the date of award, unless otherwise cancelled. BPAs may be discontinued upon 30 days written notice by either party.

## **C.3 BASIS OF AWARD**

The Government intends to establish parent BPA awards based on the ability to provide direct and indirect rental vehicles for use throughout multiple geographic areas within the Continental United States and Alaska. Direct rentals are made direct to individuals and picked up at company designated rental locations. Companies must have the ability to supply vehicles at established locations (stores, branches, airports, etc.) nationwide to be considered for a direct award. Indirect (incident/mobilization center pool vehicles and preseason bulk orders) rentals are not rented directly to an individual user but rather to an incident, organization, or location. Companies must have the ability to ship, deliver, and pick up vehicles to be considered for an indirect award. The number of BPAs established will be based upon historical usage, geographical area needs, and availability of Company rental facilities, shipping capabilities, and capacities.

## **C.4 EXTENT OF OBLIGATION**

The Government is only obligated to the extent of actual authorized purchases made under the BPA. Individual purchases under the awarded BPA will not exceed the purchasing authority of the individual placing the order. No single order for an individual vehicle shall exceed \$250,000; no individual BPA call may exceed \$7,000,000.

## **C.5 PLACE OF PERFORMANCE**

Vehicles may be rented and operated anywhere in the continental United States and Alaska. Vehicles rented under this agreement shall not be operated in either Mexico or Canada at any point of the rental. The list of participating locations is in **Appendix C**.

The geographic areas participating are listed below.

**Northern Rockies** – Montana, Northern Idaho, and North Dakota

**Rocky Mountain** - Colorado, Wyoming, South Dakota, Nebraska, and Kansas

**Southwest** – Arizona and New Mexico

**Great Basin** – Nevada, Utah, Western Wyoming, and Southern Idaho

**Northern California** – Northern California and Hawaii

**Southern California** – Southern California

**Northwest** – Oregon and Washington

**Southern** – Oklahoma, Texas, Arkansas, Louisiana, Kentucky, Virginia, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Florida, and Puerto Rico

**Eastern** – Minnesota, Iowa, Illinois, Ohio, West Virginia, Pennsylvania, Maryland, Rhode Island, New York, Vermont, Connecticut, Massachusetts, New Hampshire, Maine, and New Jersey

**Alaska** – Alaska



Geographical boundaries can also be found: <https://gacc.nifc.gov/>

## C.6 RATES

The rates established on the Schedule of Items reflect the rental only, without any taxes, surcharges and/or fees, which the Company is permitted to charge as follows:

**C.6.1 Surcharges and Fees:** Government is responsible for all surcharges, Airport Concession Fees, or any other charges assessed by third parties. Any additional fees, surcharges, etc. shall be itemized with a description, and added to the commercial invoice. The Government will not be responsible for taxes which are exempt by state requirements.

### C.6.2 Tax Exempt

Rentals made under this BPA are considered purchases made directly by the Federal Government and are exempt from State taxes. Provided, however, in the event a state or local taxing authority is eligible and does assess a tax against the rental for its use of the supplies and/or services provided by Enterprise under the agreement, the Government agrees to reimburse the Company for all taxes assessed.

### C.6.3 Base Rates

The Company will identify daily, weekly, and monthly rates offered at participating locations see Appendix B. Rates quoted in Appendix B are not subject to blackout dates, do not require advance reservations subject to vehicle availability or a minimum rental period, must be offered without penalty restrictions and, with the exception of one-way rentals, must include unlimited mileage. The Company may charge up to \$0.14 per mile for stake bed trucks, box trucks, and cutaway trucks, in addition to the contracted rate plus applicable location surcharges.

### C.6.4 Additional Rates

**C.6.4.1 CLIN 044 - Detail/Cleaning Fee:** Vehicle detail fees will be charged on an as needed basis.

If a vehicle requires a professional cleaning service for excessive dirt or odor before it can be rented again, the Company representative will add the detail fee when closing the rental agreement. Should there be any question about the need for professional cleaning, the individual Government employee returning the vehicle should inform the Company representative that they do not agree to the need. The driver should then inform

[sm.fs.nerv@usda.gov](mailto:sm.fs.nerv@usda.gov) to begin the review process. Reviews will be conducted by [sm.fs.nerv@usda.gov](mailto:sm.fs.nerv@usda.gov) at the USFS and designated Company representative on a case-by-case basis.

**C.6.4.2 CLIN 045 - Delivery Fee/Pick-up Fee:** The one-way rate/fee for the Company to deliver or pick up a vehicle at the request of the hiring agency at a location other than the Company's rental location. The Government is responsible for arranging pickup and return of vehicles rented for an incident as well as the pre-use and post-use inspections. The Company may be able to deliver larger orders of vehicles to an incident (or if an incident is not located near an office servicing the area) by calling the appropriate reservation phone number. The Company will make the determination if they have the available resources to deliver and/or pick up vehicle(s). A delivery fee per Appendix B from point of hire (renting branch) to incident (drop-off) location applies only if the Company delivers vehicle(s). The same applies if the Company picks up the vehicle(s) upon demobilization from the incident and returns to the rental location. Availability of vehicles may not be at the closest rental facility to an incident. Vehicles moved by the Company (pre-staging) to the closest location to the incident are not subject to delivery fees.

**C.6.4.3 CLIN 046 (Direct Only) - Drop Fees:** Fees associated with returning a vehicle to a location other than originally rented from. Rates will be listed in Appendix B.

**C.6.4.4 CLIN 046 - Return fee for drop off at other than original delivery location:** Additional fees associated with picking up a vehicle from a location other than the original delivery location. Rates will be listed in Appendix B.

### **C.6.5 Ceiling Rates**

Individual locations may lower their base rates at any time or raise their base rates up to the approved ceiling rates listed in Appendix B without prior Government approval. Daily, weekly, and monthly base rates must be quoted in whole dollar amounts for U.S. locations. In addition, weekly ceiling rates listed in Appendix B shall not exceed six (6) times the Company's maximum Government approved daily ceiling rates. Monthly ceiling rates shall not exceed four (4) times the Company's maximum Government approved weekly ceiling rates. Additional hourly rates charged for a rental shall not exceed the daily Government rate and the extra day rate shall not exceed the Government ceiling rate for that rental.

## **C.7 ORDER TYPE AND INDIVIDUALS AUTHORIZED TO PLACE ORDERS**

### **C.7.1 Direct Orders**

#### **C.7.1.1 Individual User Orders**

For direct to the user orders, an authorized Federal Dispatcher will place the order directly to the Company using the approved electronic ordering system. (See C-10 Reservation Procedures)

## **C.7.2 Indirect Orders**

### **C.7.2.1 Equipment or Ground Support Orders**

For equipment resource orders, Federal Dispatchers are authorized to place orders against this agreement. Examples of equipment orders include pool vehicles, ground support, supplemental fleet, or vehicles assigned to an incident rather than an individual.

### **C.7.3 Award of Orders**

The USFS plans on awarding multiple BPAs covering both direct and indirect rentals. Quantity of BPAs awarded will be tailored to fit the need of the Government while balancing administrative costs of awarded BPA(s). After the BPA agreements are awarded by the Government, services will be ordered by the issuance of Orders awarded on a competitive fair opportunity basis through dispatch.

Companies within the awarded Geographic Area Coordination Centers (GACC) hosting the emergency incident will be given fair opportunity for award of each individual order. The fair opportunity process will be determined by the ordering activity (dispatch) and based on incident location, available Company rental locations, resource need, and order date and time needed. Dispatchers have the option to contact BPA holders by phone, email, online reservation system to check for rental and delivery/pick up availability to determine best value. Due to the emergency nature of incident support, there will be circumstances per FAR 8.405-6 which limiting sources is justifiable due to the urgent and compelling needs of the incident. This will not be a violation of the BPAs. The ordering activity will also be able to issue multiple orders to fulfill their needs across all available awarded BPAs.

Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations.

Order Period of Performance: The time for completion for each order shall be determined under each individual order through the mutual agreement of the parties involved. The actual rental of any vehicle under the BPAs may extend no more than 120 days per order.

## **C.8 VEHICLES**

### **C.8.1 Vehicle Requirements**

Rental vehicles will meet applicable national, state and local safety standards, be properly licensed, maintained, clean, in good mechanical condition at rental inception, and will contain properly rated tires. The age limit of the rental vehicles to be no more than 4 years old and have no more than 60,000 miles on the odometer. The fuel level upon delivery/pick-up will be noted and the renter will ensure the fuel level is, at a minimum, matched at the time of return. Rental car companies may request travelers to provide a fuel receipt at time of return. Pre-charging renters for fuel, including using minimum mileage, is not permissible.

### **C.8.2 Tires**

For CLINs 030-038, vehicles are furnished with tires approved for off-road use in all 50 states.

## *National Emergency Rental Vehicles (NERV)*

Replacement tires must be available in all 50 states. Some vehicles under CLIN 018 and CLINs 044-047 may also be furnished with tires approved for off-road use.

### **C.9 AUTHORIZED DRIVERS**

The following persons are authorized to operate vehicles under this BPA:

Minimum Driver Age:

- The **minimum driver rental age** is restricted to Government employees who are properly licensed individuals. Age restrictions apply by certain car classes as provided below:
  - Minimum driver age for all vehicles is 18 unless noted
  - Minimum driver age for Large SUV's, Luxury and Premium car classes is 21
  - Minimum driver age for Large Vans is 25
  - Notwithstanding the provisions of the Agreement, for Stake Bed, Box Truck or Cutaway Truck, customer shall be age 21 or older (or 18 if required by law)
- **12 & 15 Passenger Van Requirements:** Renters of 12 and 15 passenger vans must be 25 years of age or older. If the primary driver of this vehicle is 25 years of age or older, they must accept the terms and conditions below. The following terms apply to the rental of this type of vehicle, in addition to those set forth in the rental agreement. Please read before booking your rental.
  - The van will not be operated or used in Canada.
  - The van does not meet Federal Bus Safety Standards and will not be used to transport children in the twelfth (12th) grade or younger, or other than family members, for school-related functions.
  - Additional Terms and Conditions, if renting in California
    - Each driver of the van shall possess the requisite driver's license necessary for the operation of the van dependent on usage and /or organizational status of the renting company.
    - That if the van is to be used for transporting passengers for hire or profit, or by any nonprofit organization or group, all drivers of the van shall possess a valid class B license with a passenger transport endorsement.
  - Additional Terms and Conditions, if renting in Rhode Island
    - All renters and additional drivers must have liability insurance that transfers to a large passenger van.

### **C.10 RESERVATION PROCEDURES**

Federal travelers in non-emergency official travel status should normally obtain their rental vehicle through their Travel Management Center (TMC) or E-GOV Travel Services (ETS).

For reservations made under this BPA, the Company shall make the following options available to the Government:

**Online/Email** - The terms of this agreement will only apply if the proper booking code and billing account are used at the inception of the rental request.

Charge card numbers will not be required to make reservations. A confirmation number and the local rental location telephone number will be provided at the time a reservation is made.

## *National Emergency Rental Vehicles (NERV)*

The toll-free number for reservations is shown in Appendix D.

For Direct orders, a confirmed reservation will be held for a minimum of two (2) normal business hours after renters scheduled flight arrival time, or after scheduled pick up time where flight time is not known. For city/suburban locations, if the traveler is late in picking up the vehicle, the Company will provide a vehicle within thirty (30) minutes of the traveler's arrival. Vehicles must be picked up during regular business hours, no extension of time which Company is required to hold a vehicle subsequent to a customer's scheduled pick-up time, will require Company to keep a location open past regular business hours.

### **C.10.1 Reservation Support**

The Company shall provide reservation options 24/7 through a custom reservation system, and during regular business hours, live customer service will be available using the 866 number listed in Appendix D.

### **C.11 EMPLOYEE AUTHENTICATION**

Authorization to rent from this BPA is authenticated when either of the following occurs:

1. A resource order identifying either A) overhead, crew, equipment single use, aviation single user order (direct) - the employee is authorized to rent a vehicle, or B) equipment/ground support order (indirect) – a request for a vehicle was made in the Government's resource ordering system.
2. A reservation is made through the Government online portal with the Company with the proper NERV Rental Number, and the following information furnished by the Government:
  - a. Driver or renter's name and phone number.
  - b. Resource Order Number – Equipment "E #" or Overhead "O #"
  - c. Incident Name – *e.g.*, "Smokey Bear Fire"
  - d. Incident Number – *e.g.*, OR-ABC-123456

## *National Emergency Rental Vehicles (NERV)*

The Company may request to view Government identification and resource order documentation from the renter as evidence of authorization to rent a vehicle under this BPA.

### **C.12 RENTAL DOCUMENTS**

The Company will provide a rental agreement, either paper or electronic, to the eligible driver/operator at the time of vehicle rent. All invoices provided by the Company shall clearly state the vehicle class in a comprehensible method for the traveler (*e.g.*, economy, compact, full, etc.), all optional equipment, all federal, state, and local Government fees, surcharges, and taxes that are applied to all rentals at each location. The Company shall also include information retrieved through the reservation process identified in C-10, the BPA number, and the date and time the rental began. The Company is required to substantiate the charges and taxes upon request of the renter or the Government.

### **C.13 RENTAL VEHICLE PICK-UP PROCEDURES (Direct Only)**

The vehicle to be rented will be ready for pick-up and, to the maximum extent possible, the rental contract complete and ready to sign when the renter arrives at the rental location. The renter may be furnished a copy of the Company rental contract but will not be bound by any provision therein inconsistent with this BPA. At the request of the Company, the renter will provide a current official work email address, telephone number, and the renter's employing Government agency.

In all cases where participating locations do not have rentals cars available within reasonable walking distance, shuttle service must be offered for ON and OFF terminal locations. For those locations that do not offer continuous shuttle bus service, there must be toll-free phone access to call for shuttle service, and the contact information must be clearly visible in the airport. In instances when no vehicles are available at time of pick-up and the renter has a reservation; the Company will provide an equivalent or better type of vehicle at the same rate as originally reserved by the renter applying the terms and conditions of this Agreement. The rental location has the option of immediately making a reservation at another participating location/Company and arranging for the vehicle to be transported to the renter or the renter to be transported to the vehicle, however the terms of this BPA will still apply. With the renter's consent, the Company may provide a smaller vehicle at a reduced rate. There will be no additional fees associated with this substitution.

At time of pick-up, Company employees will notify Government travelers of any potential service fees and the payment process associated with automated toll payment devices, if asked by renter. In addition, if asked by the renter, the Company employees will inform the traveler of the hours of operation for their location.

#### **C.13.1 Rental Vehicle (Delivery)**

The Government can choose to have vehicles delivered to a defined location with a delivery fee. Reservation requests for deliveries must be emailed directly to Enterprise for reservation confirmation. This request can only be done through the authorized Government system. The Company will respond to requests during established support hours. The Company will respond to requests completed outside of support hours on the next supported day.

#### **C.14 BILLING PROCEDURES**

The Government will establish Centrally Billed Accounts (CBA) with specific payment offices and methods. Government purchase cards may also be used to pay invoices. In the event multiple CBAs are established, *e.g.*, for individual agencies or geographic areas, the Government may require multiple payment methods and/or associated CD codes.

- a. **Invoice Submittal.** Upon completion of the reservation, the Company shall Email or submit to the Government payment office at a government provided electronic submittal site.
- b. **Invoice Reconciliation.** The Government payment office will reconcile the electronic invoice against tracking documentation received from the renter. Invoices may be consolidated for payment purposes.
- c. **Credits:** All credits shall be handled in accordance with invoice requirements for tracking purposes and Agency refund policies.

**NOTE:** Any relevant credit card fees shall be applied in accordance with GSA SmartPay Smart Bulletin No. 017 located at the following link: [Smart Bulletin No.17 \(gsa.gov\)](#)

#### **C.15 INSURANCE, DAMAGE LIABILITY, AND BILLING FOR DAMAGES**

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) normal wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Company, the Company's agents or employees, (4) Government employee owned and operated equipment, (5) damage caused by non-official use of the vehicle, and/or (6) damage caused by a third party.

In such circumstances described in C.15 (4-6) above, the Company's sole remedy shall be with the person who caused the damage or the Government agency whose employee caused the damage to the rented vehicle. If the Government employee was not acting within the scope of employment (which determination shall be made by the renter's employing agency), the Company may pursue whatever legal remedies are available under applicable law.

##### **C.15.1 Reserved**

##### **C.15.2 Normal Wear and Tear**

Vehicles used at an incident can be subject to smoky, dusty conditions, timbered areas where brush scratches and minor dents may occur to paint and bumpers. All damages considered "ordinary wear and tear" are reflected in the rates paid for the resource. Damage beyond normal wear and tear for this agreement are listed below. These types of damages shall be handled separately as a claim for repair and payment.

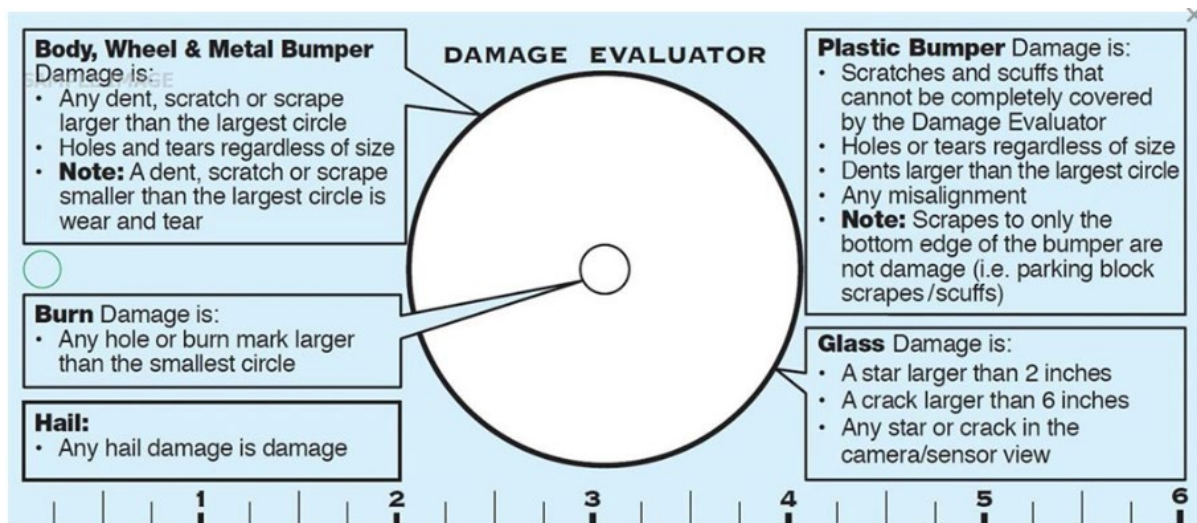


Figure above not to actual scale; dimensions are approximately 6.5" by 2.75"

### Body, Wheel, and Metal Bumper Damage

- Any dent, scratch or scrape larger than the largest circle of the Damage Evaluator is considered damage.
- Holes and tears, regardless of size, are considered damage.
- A dent, scratch or scrape smaller than the largest circle of the Damage Evaluator is considered wear and tear.

### Burn Damage

- Any hole or burn mark larger than the smallest circle of the Damage Evaluator is considered damage.

### Hail Damage

- Any hail damage is considered damage.

### Plastic Bumper Damage

- Scratches and scuffs that cannot be completely covered by the Damage Evaluator are considered damage.
- Holes or tears, regardless of size are considered damage.
- Dents larger than the largest circle of the Damage Evaluator are considered damage.
- Any misalignment is considered damage.
- Scrapes to only the bottom edge of the bumper are not considered damage (e.g., parking block scrapes and scuffs).

### Glass Damage

- A star larger than 2 inches or a crack larger than 6 inches is considered damage.
- Any star or crack in the camera/sensor view is considered damage.

**C.15.3 Liability and Insurance Requirements - GSA RSVP Clause FBG-C-FSS-0001 Incorporated by reference.**

**C.15.3.1 Accident/Theft Rented Motor Vehicles - GSA RSVP Clause FBG-C-FSS-0002 Incorporated by reference.**

**C.15.4 Damage Claims**

When loss or damage is due, the Company will submit Claims directly to the Government. Damage claims shall be settled as a contract claim, following FAR 52.233-1 (Disputes). Under no circumstances shall the Company charge the CBA for damage to the rental car. Claims shall be submitted to a government-provided electronic submission site.

**C.15.4.1 Claim Fee Restrictions**

Administrative fees, loss of use, taxes and diminishment of value will not be reimbursed on damage claims.

**C.16 ACCIDENTS OR REPAIRS**

The Company will inform renters of the process required should an accident or repair become necessary. The Company will provide a toll-free telephone number available at the Company's expense 24 hours per day/7 days per week for Government renters to call in case of an accident or a need for repair.

- a. In the event of a mechanical repair (including loss of keys), the renter should immediately notify the rental location, request a replacement vehicle if necessary, and request instructions for the disposition of the disabled vehicle. The rental location will provide timely assistance up to and including replacing the vehicle, towing the disabled vehicle to a repair location or repair the vehicle where it has been disabled. If repair cannot be done within two (2) hours of initial notification, the rental location will provide a replacement vehicle. The time spent waiting for the replacement or for repairs due to any mechanical failure of the vehicle (*except* loss of keys) shall be deducted from the total amount of rental time.
- b. The Government shall provide regular mileage updates when requested by the Company to ensure maintenance is provided in a timely manner.
- c. When there is an accident involving the rented vehicle, the renter will obtain a police report for the Company if one has been made and is reasonably available. The renter will gather information from all parties involved in the accident. The renter will contact the Company as soon as practicable after an accident and fill out a Company accident report when requested to do so. The Company must advise the renter that under some state laws failure to report an accident may result in the employee being charged with cost of repairs to the rented vehicle. In the event of an accident, damage or loss to the rental vehicle, proof that the renter was authorized to rent the vehicle may be requested by the Company and must be provided by the renter or the renter's agency.

## *National Emergency Rental Vehicles (NERV)*

- d. The Government is responsible for towing charges as a result of mechanical breakdown when the breakdown is a result of negligence, when the vehicle is not parked on a paved professionally maintained road or towing resulting from incidents of damage or accident.

### **C.17 QUALITY CONTROL**

#### **C.17.1 Representative**

The Company will appoint a representative to be contacted regarding billing problems and complaints. This representative is to be identified in Appendix D. The Company will provide a point of contact senior to the quality control representative that Governmental senior management could communicate with on matters involving high-level concerns.

#### **C.17.2 Quality Control Program**

To qualify and remain a participant in the program, companies awarded a BPA must meet the requirements outlined in Appendix F for Quality Control.

### **C.18 REPORTS**

For first direct rentals, a daily report of rental activity for official Government rentals must be submitted by the Company electronically to the Government. For indirect rentals, at a minimum, a weekly report of rental activity for official Government rentals must be submitted by the Company electronically to the Government. All awarded companies shall submit an annual report detailing all rental activity for the previous year no later than 30 calendar days after the first day of the calendar year. Information received from the Company will not be released or published outside the Government without prior written consent of the Company. (See Appendix E)

**NOTE:** Vendors who are awarded both direct and indirect can combine the reporting under one report submitted to the Government daily.

## **SECTION D – CONTRACT TERMS AND CONDITIONS**

This RFQ document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2025-06 dated 10/01/2025.

As directed by procedures outlined in FAR 8.405-3, when establishing a BPA, all provision/clauses, terms and conditions of the Schedule contract flow down to the awarding agency BPA(s). The advertising/awarding agency may add agency level and local terms and conditions that do not conflict with the Schedule contract terms and conditions. Provisions and clauses added address such topics as organizational standards for leased vehicles, payments, and Government property. Other order level considerations may include faster delivery times, and price discounts.

### **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 address: <https://www.acquisition.gov/>

**52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (Sep 2023)**

**52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (Oct 2025)**

**52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services (Nov 2023)**

**52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

**52.208-4 Vehicle Lease Payment (Apr 1984)**

**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)**

**52.245-1 Government Property (Sep 2021)**

### **List of Appendices**

The following attachments are made part of this agreement.

1. Appendix A – Definitions
2. Appendix B – Ceiling Rates
3. Appendix C – Participating Locations

*National Emergency Rental Vehicles (NERV)*

4. Appendix D – Reservation Toll Free Number and Website
5. Appendix E – Reports
6. Appendix F – Quality Control Program

## Appendix A - Definitions

**ADMINISTRATIVE USE VEHICLES** – Vehicles used locally by an organization’s employees not in a travel status in the routine execution of their mission.

**AFFILIATE** - Business concerns, organizations, or individuals are considered affiliates if, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third-party controls, or has the power to control both. Indications of control include but are not limited to interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the disqualification, non-use, suspension, debarment, or proposed debarment of a Company which has the same or similar management, ownership, or principal employees as that Company.

**AUTHORIZED USERS** – Civilian employees of the Federal Government and non-Federal Government individuals on resource orders while on official duty for the Government.

**AUTOMATED BOOKING TOOLS** – Software applications that permit Government users to book official travel arrangements using internet-based connections.

**BASE RATE** – The basic Government rental charge without any taxes, or fees.

**CEILING RATE** – The maximum base rate (without any taxes, or fees) that a Company is permitted to charge for a vehicle rental during a specific time period.

**CENTRALLY BILLED ACCOUNT (CBA)** - Government-sponsored, contractor-issued charge card for which the card contractor bills the Federal Government organization. *See also* Government travel charge card.

**CITY/SUBURBAN LOCATION** – Rental car counter and vehicles located off airport property with no shuttle service provided.

**CORPORATE DISCOUNT NUMBER (CD)** – An identifying number utilized by the rental car company to identify and track Government business. May be referenced by participating companies through proprietary nomenclatures.

**DAMAGES** - Any evidence of a vehicle being returned with blemishes outside the limits established as normal wear and tear for this agreement.

**DEBARMENT** - The action taken by a debarring official excluding a Company from Government contracting, and Government approved subcontracting for a specific period. **Non-use, suspension, disqualification and termination actions taken under this Agreement do not constitute debarment.** However, debarment of a Company will provide grounds for disqualification and termination of this Agreement. For additional information refer to the Federal Acquisition Regulation (FAR) Subpart 9.4.

**DISPATCH CENTER** - A facility that provides many of the same services as a coordination center at the local unit level and responsible for maintaining the status of and mobilizing local resources. A dispatch center may also be referred to as: Coordination Center; Communication Center; Fire Center; Command Center; and/or Operational Area Coordination. The types of dispatch centers include the National Interagency Coordination Center (NICC), Geographic Area Coordination Centers (GACC), Local Cache, Local Dispatch, and National Cache.

**E-GOV TRAVEL SERVICE (ETS)** - The web based electronic tools used by Federal Government (other than Department of Defense) travelers to make travel arrangements.

**GEOGRAPHIC AREA** - A boundary designated by wildland fire protection government agencies for interagency, intergovernmental planning, coordination, and operations for the effective use of emergency management resources within their area. There are nine geographic areas.

**GOVERNMENT TRAVEL CHARGE CARD (GTCC)** - A charge card used by authorized individuals to pay for official travel and transportation related expenses. A GTCC may be either a centrally billed account or an individually billed account.

**GOVERNMENT RATE** – The base rate designated by a rental car company as the official rate for Government travelers and may include high-cost locality surcharges. The Government rate must not exceed ceiling rates. The Government rate will be determined using the term “Government Rate” or any abbreviation, and/or a Company’s Government corporate discount number for “official travel” on any Company documents.

**INCIDENT** - A human-caused or natural event requiring action or support by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

**IN-TERMINAL** – The rental car counter is in the airport terminal, and the rental vehicles are within walking distance.

**INDIVIDUALLY BILLED ACCOUNT (IBA)** - Government-sponsored, contractor-issued travel charge card for which the card contractor bills the individual cardholder. *See also* Government travel charge card.

**INVITATIONAL TRAVEL** - Authorized travel by individuals either not employed by the Government or employed (under 5 U.S.C. § 5703) intermittently in the Government's service as consultants or experts and paid on a daily *when-actually-employed* basis.

**LENGTH OF RENTAL** - The time the agency has possession of the vehicle and keys until the time the agency returns the custody of the vehicle and keys to the Company.

**MONTHLY RATE** – The Government rate which cannot exceed more than four times the weekly Government rate.

**NON-USE STATUS** – The status of a Company’s participating location that is prohibited from renting vehicles to Government employees under this Agreement. Non-use status will remain in effect until the matters leading to non-use status are corrected to the Government’s satisfaction.

**OFFICIAL TRAVEL** – Authorized travel solely in conjunction with business of the Federal Government or as defined by the appropriate Service or Agency travel regulations.

**OFFICIAL TRAVEL STATUS** – The status of the traveler during the period when the traveler is on official travel orders/authorization issued by the Federal Government.

**OFF-TERMINAL** – The rental car counter and vehicles that are not physically located on the airport property and the elapsed time to the rental office will not exceed 30 minutes from the time the traveler requested pick-up service.

**ON-TERMINAL** – The rental car counter that is on airport property with transportation to the rental vehicles provided by shuttle service and the elapsed time to the rental office will not exceed 30 minutes from the time the traveler requested pick-up service.

**PARTICIPATING LOCATIONS** – A Company’s business location(s) that offer(s) vehicles for rent under the provisions of this Agreement.

**PENALTY RESTRICTIONS** – Limitations such as black-out dates, minimum rental periods, required advance reservations.

**RESOURCE ORDER** - A written instrument issued by the Government resource ordering system approved by persons to whom authority has been delegated authorizing a traveler to acquire a rental vehicle (overhead); or authorizing the rental of vehicles on in support of an incident (equipment).

**ROADSIDE ASSISTANCE PROGRAM** – Traveler assistance program offered by rental car companies for individuals renting vehicles from their company to aid drivers. Any roadside assistance program must follow Appendix F requirements to meet the terms of this Agreement.

**SCOPE OF EMPLOYMENT** - Generally refers to the activities of an employee in furtherance of the duties owed the employer and where the employer is, or could be exercising some control, directly or indirectly over the activities of employees. The term also includes all acts reasonably necessary or incidental to the performance of work. Scope of employment is determined by the renter’s agency.

**TRAVEL MANAGEMENT CENTER (TMC)** - A commercial activity providing a full range of commercial travel and ticketing services for official travel under a contract and/or memorandum of understanding with Federal Government Agencies.

**TOTAL COST** – The total cost includes the base rate, all fees, taxes, surcharges, and excludes all optional services.

**VEHICLE** – For purpose of this BPA, includes passenger cars, sport utility vehicles (SUV), passenger vans, pick-up trucks, stake-side trucks, and box vans.

**WEEKLY RATE** – The Government rate which cannot exceed more than six (6) times the daily government rate.

**OPEN MARKET FEES**

The Government and Enterprise agree that the below "Open Market Fees", which are authorized pursuant to FAR 8.402(f) and are an extension/continuation of the current NERV BPA open market fee structure Enterprise and Government negotiated and operate under presently, are required for Enterprise to perform under this BPA as each fee accounts for a service which is necessary to enable the Government to address the unique elements of the NERV program and is not otherwise offered under the GSA Rental Supplemental Vehicle Program ("RSVP"). By acceptance of Enterprise's offer/submission, the Government acknowledges that it has reviewed the below Open Market Fee structure and agrees that these fees are not currently offered under the RSVP and the amounts are fair and reasonable in light of the extraordinary conditions Enterprise's vehicles will be exposed to when used for the NERV program.

"Off-Road/Emergency Use Accessorial Service" - The unique needs of the NERV program-specifically, the use of vehicles to suppress wildfires in remote, hard to access locations-require the Government to operate vehicles procured under CLINs 018, 030-038 & 044-047 of this proposal/offer (collectively referred to as the "Vehicles") (1) on road surfaces not intended for the operation of private passenger motor vehicles and upon which standard vehicle tires are not appropriate ("Off-Road Conditions"); and/or (2) under extraordinary conditions not otherwise contemplated in the regular course of the RSVP (notably, extreme heat and smoky conditions), all of which impact the physical condition of the Vehicles beyond ordinary impacts associated with rentals under the RSVP. These NERV program requirements necessitate additional services performed by Enterprise not encompassed by the RSVP, such as additional inspection services, reconditioning services, and logistical/planning services to accommodate and plan for increased out-of-service downtime before a vehicle can be re-rented. Moreover, the additional authorized usage conditions under the NERV program will significantly diminish the resale value of the vehicles beyond the ordinary diminished value under the RSVP. To be able to accommodate the Government's need to rent Vehicles under these conditions and obtain these associated additional services, which are unique to the uses contemplated under the RSVP, Enterprise will assess an open market "Off-Road/Emergency Use Accessorial Service" fee up to \$30.00 per day for each Vehicle order for CLINs 030-038. If a request is made by the Government to rent vehicles under CLIN 018 and CLINs 044-047 and operate them in Off-Road Conditions, and that request is approved, Enterprise will assess an open market "Off-Road/Emergency Use Accessorial Service" fee up to \$30.00 per day for each Vehicle order.

"Detailing/Cleaning Fee" - The Government acknowledges and agrees that using Enterprise's vehicles to combat wildfires subjects them to extraordinary amounts of dirt, ash and smoke that Enterprise is unable to remove through its ordinary vehicle cleaning process. Therefore, in accordance with [Section C.6.4.1](#) of the RFP, Enterprise may assess a detailing/cleaning fee to account for the additional resources required to remediate any excessive dirt, ash and/or odor in its vehicle. Enterprise will assess each vehicle at the time of return, and if Enterprise determines its own workforce can remediate the excessive dirt, ash and/or odor, Enterprise will charge Government a fee of \$50.00 per vehicle to account for the additional time and attention required from Enterprise employees relative to the cleaning process administered on an average return. Provided, however, should Enterprise determine the level of dirt, ash and/or odor requires professional cleaning, Enterprise will engage a third-party to professionally clean the vehicle and pass through the cost of the third-party cleaning service to the Government for reimbursement. A copy of the invoice submitted to Enterprise will be provided to the Government during the reimbursement process.

"Delivery Fee/Pick Up Fee" - If the Government or its renter(s) request that a vehicle be dropped off or picked up from a location other than the Enterprise rental branch location, Enterprise will charge a fee of \$1.00 per mile to deliver the vehicle to the requested location and/or pick up the vehicle and return it to the original rental branch location. If a transport truck is necessary, Enterprise will charge a fee of \$2.50 per mile to deliver the vehicle to the requested location and/or pick up the vehicle and return it to the original rental branch location.

"Drop Fee" - If a Government renter returns or "drops" an Enterprise vehicle at a location other than the original rental branch location, Contactor will assess a fee of \$1.00 per mile to return the vehicle from the "drop"/return location to the original rental branch location.

"Return Fee for Drop *Off* at other than Original Delivery Location" - Enterprise will charge a fee of \$1.00 per mile to pick up and return its vehicle to the original rental branch location.

"Roadside Assistance Program" - In accordance with Enterprise's GSA MAS, a request for Roadside Assistance Services may be placed at any time during the rental. These services will be charged on the rental invoice and are calculated exclusive of the ceiling rate. Prices vary according to the requested service.

## **SECTION B - SCHEDULE OF ITEMS**

Please see the following page for the [Schedule of Items](#).

**Schedule of Items**

Line Item	Vehicle Category	Direct	Indirect	Off-Road Use <sup>3</sup>	Daily Price <sup>1</sup>	Weekly Price <sup>1</sup>	Monthly Price <sup>1</sup>	Mileage <sup>2</sup>
001	Economy	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
002	Compact	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
003	Intermediate	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
004	Standard	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
005	Full Size	☑	☑	☐	\$49.00	\$294.00	\$1,176.00	No Charge
006	Premium	☑	☑	☐	\$63.00	\$378.00	\$1,512.00	No Charge
007	Luxury	☑	☑	☐	\$70.00	\$420.00	\$1,680.00	No Charge
008	Minivan	☑	☑	☐	\$85.00	\$510.00	\$2,040.00	No Charge
009	12 Passenger Van	☑	☑	☐	\$120.00	\$720.00	\$2,880.00	No Charge
010	15 Passenger Van	☑	☑	☐	\$150.00	\$900.00	\$3,600.00	No Charge
011	Compact SUV	☑	☑	☐	\$75.00	\$450.00	\$1,800.00	No Charge
012	Intermediate SUV	☑	☑	☐	\$75.00	\$450.00	\$1,800.00	No Charge
013	Standard SUV	☑	☑	☐	\$75.00	\$450.00	\$1,800.00	No Charge
014	Jeep/Crossover	☑	☑	☐	\$75.00	\$450.00	\$1,800.00	No Charge
015	Full Size SUV	☑	☑	☐	\$120.00	\$720.00	\$2,880.00	No Charge
016	Premium SUV	☑	☑	☐	\$120.00	\$720.00	\$2,880.00	No Charge
017	Standard Pick-Up Truck	☑	☑	☐	\$65.00	\$390.00	\$1,560.00	No Charge
018	Full Size Pick-Up Truck	☑	☑	☑	\$75.00	\$450.00	\$1,800.00	No Charge
019	Convertible	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
020	Intermediate Hybrid	☑	☑	☐	\$45.00	\$270.00	\$1,080.00	No Charge
021	Full Size Hybrid	☑	☑	☐	\$49.00	\$294.00	\$1,176.00	No Charge
022	Electric Vehicles	☑	☑	☐	\$105.00	\$630.00	\$2,520.00	No Charge
023	12' Box Truck, No Lift Gate	☐	☑	☐	\$93.00	\$558.00	\$2,232.00	\$.14/mile
024	15' Box Truck, No Lift Gate	☐	☑	☐	\$93.00	\$558.00	\$2,232.00	\$.14/mile
025	15' Box Truck, with Lift Gate	☐	☑	☐	\$93.00	\$558.00	\$2,232.00	\$.14/mile
026	16' Box Truck, with Lift Gate	☐	☑	☐	\$93.00	\$558.00	\$2,232.00	\$.14/mile
027	20' Box Truck, with Lift Gate	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	\$.14/mile
028	24' Box Truck, with Lift Gate	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	\$.14/mile
029	26' Box Truck, with Lift Gate	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	\$.14/mile
030	Heavy Duty Pick up (3/4 ton)	☐	☑	☑	\$90.00	\$540.00	\$2,160.00	No Charge
031	3/4 Ton Pick Up 4WD Diesel	☐	☑	☑	\$90.00	\$540.00	\$2,160.00	No Charge
032	Heavy Duty Pick up (1 ton)	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	No Charge
033	1 Ton Pick Up Truck 4WD Diesel	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	No Charge
034	12' Stake Truck	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	\$.14/mile
035	Stake Class 4/5 Conventional	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	\$.14/mile
036	16' Stake Truck	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	\$.14/mile
037	24' Stake Truck	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	\$.14/mile
038	26' Stake Truck	☐	☑	☑	\$95.00	\$570.00	\$2,280.00	\$.14/mile
039	Mini Cargo Van	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	No Charge
040	Standard Cargo Van	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	No Charge
041	Heavy Duty Cargo Van	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	No Charge
042	Heavy Duty XL Cargo Van	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	No Charge
043	Hi-Roof Cargo Van	☐	☑	☐	\$95.00	\$570.00	\$2,280.00	No Charge
044	Gooseneck Class 4/5 Conventional	☐	☑	☑	\$120.00	\$720.00	\$2,880.00	No Charge
045	Dump Body Class 4/5 Conventional	☐	☑	☑	\$120.00	\$720.00	\$2,880.00	No Charge
046	Utility/Service Body	☐	☑	☑	\$120.00	\$720.00	\$2,880.00	No Charge
047	Utility/Service Body 4/5 Conventional	☐	☑	☑	\$120.00	\$720.00	\$2,880.00	No Charge
048	Hi-Roof cargo Van-Reefer	☐	☑	☐	\$160.00	\$960.00	\$3,840.00	No Charge
049	14 Ft Box Truck-Reefer	☐	☑	☐	\$170.00	\$1,020.00	\$4,080.00	\$.14/mile
050	24 FT Box Truck Reefer	☐	☑	☐	\$185.00	\$1,110.00	\$4,440.00	\$.14/mile
051	26 FT Box Truck-Reefer	☐	☑	☐	\$185.00	\$1,110.00	\$4,440.00	\$.14/mile

<sup>1</sup> The following Location Surcharges apply in addition to the rates listed in the chart above. Therefore, daily, weekly, and monthly rates will incorporate Surcharges where applicable and which may (similar to the Open Market Item fees) result in a charge to the customer that exceeds the ceiling rate.

Per Day	Geographic Location
\$5.00	AL, AZ, CA, CO, CT, DC, KY, IL, IN, MA, MD, MT, ND, NJ, NM, NY, NV, RI, SD, VA, WA, WV, WY
\$18.00	Alaska, Hawaii, Puerto Rico, City of San Francisco, New York City (Manhattan, Brooklyn, Bronx, Queens, Staten Island), Long Island

Item	Type	Description	Note
044	*Vehicle Cleaning / Detailing	Charged as necessary; Detail/Cleaning Fee = \$50/vehicle for Contractor services Charged as necessary; Detail/Cleaning Fee - as invoiced by third-party cleaning service	Expense associated with vehicle cleaning beyond normal wear and tear.
045	*Vehicle Delivery, Vehicle Pick-up / Collection	Optional Service: Vehicle Delivery and/or Pick-up / Collection \$1.00/mile Optional Service: Vehicle Delivery and/or Pick-up / Collection: \$2.50/mile per vehicle if completed by transport vendor	Delivering vehicle(s) to a customer designated location other than an Enterprise location or picking up vehicle(s) from the customer designated location other than an Enterprise location.
046	Drop Fee or One Way Fee	\$1.00/mile for the distance between point of pickup and point of return \$1.00/mile for the distance between point of pickup and point of return	Enterprise Rent-A-Car Locations Enterprise Truck Rental Locations (Must be requested & approved by Enterprise in advance of vehicle return)
047	*Other Fees	<sup>3</sup> Off-Road/Emergency Use Accessorial Service Vehicle Staging Navigation Assistance Other ancillary products required by award Other customer services required by award	See footnote below Pricing for these categories will vary and be agreed upon by the parties in writing. Add-on products requested by the customer. Example: camper top, tonneau cover, vehicle hitch, etc. Services requested by the customer which are not included with the standard rental, but which can be accommodated from time to time.
048	Roadside Assistance	Service for non-mechanical breakdown. Charges for issues such as lockouts, lost keys, jump starts, out of fuel, and tire changes as requested by renter during the rental period	Requests for Roadside Assistance Services may be placed at any time during the rental. These services may be charged on the rental invoice or separately invoiced. Service charges vary according to the requested service.
049	Tolls and Citations	Tolls, citations and other legal violations	Ordering agency agrees to pay to EAN all fines, costs and penalties paid by EAN, its affiliates or a third party on their behalf for tolls, citations and other legal violations assessed to EAN which are incurred during the Government's use of the rental vehicle. To offset the costs associated with processing these fees/costs, EAN may assess an administrative processing fee in the amount stated on the EAN (or EAN affiliated renting entity) rental agreement that is associated with the vehicles rented by the Government.

<sup>3</sup> See FAR 8.402(f). Open Market Item fees shall be calculated exclusive of (or in addition to) the daily/weekly/monthly rate. Thus, if requested by the customer and agreed to by EAN, these fees may result in a charge to the customer that exceeds the daily/weekly/monthly ceiling rate.

<sup>4</sup> Enterprise may charge up to \$.14 per mile driven for Stake Bed trucks, Box trucks, and Cutaway trucks, in addition to the contracted Rate plus applicable Location Surcharge.

<sup>5</sup> Vehicle line items in CLINs 030 - 038 and 044 - 047 will have an "Off-Road/Emergency Use Accessorial Service" fee of up to \$30 per day charge for every day the vehicle is rented. If the Government reserves vehicles under CLIN 018 for use in "Off-Road Conditions" and that request is approved by Enterprise in writing, vehicles ordered will have an "Off-Road/Emergency Use Accessorial Service" fee of up to \$30 per day charge for every day the vehicle is rented.

CLINs	Vehicle Category
018	Full Size Pick-up Trucks
030 to 033	Heavy Duty 3/4 and 1 Ton Pickup Truck
034 to 038	Stake Bed Truck
044 to 047	Gooseneck, Dump Body, and Utility Trucks

Hourly Rates: May be charged when vehicles are returned past the agreed return time. Hourly charges may not exceed the awarded daily rate.

Enterprise boasts a robust location network of more than 5,500 locations nationwide. All locations can be found on our websites [Enterprisetrucks.com](http://Enterprisetrucks.com) or [Enterprise.com](http://Enterprise.com). We have also attached a current list of our locations for your reference.

Local contact information, operating hours, and after-hour customer service availability are subject to change and can also be accessed on the websites. Alternatively, questions can be directed via email or to our 866-customer service phone line.

Please refer to the separately attached [Appendix C - Participating Locations](#) document for more details.

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## Appendix D - Reservation Toll Free Number and Website

Reservation phone line is 866-264-2027. An imbedded reservation widget will be provided post award.

We will provide sample reporting for review and mutual agreement post-award.

**Customer Service Program that includes:**

**1. Written proof of established customer service standards**

Our Service Quality index (SQi) for each of our brands is what we use to measure customer satisfaction. Our customers are asked to rate their experiences on a scale from Completely Satisfied to Completely Dissatisfied. Independent research shows that customers who say they are completely satisfied are three times more likely to use our brands again.

Enterprise employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service to retain the absolute loyalty that comes with complete satisfaction. All promotions, pay raises, and individual and team recognition are determined by success in completely satisfying our customers.

We also use our customer satisfaction data to monitor changing industry trends, needed global enhancements, and local service issues to continually improve and distinguish our service from the competition.

**2. Government contact information for conflict resolution**

We advise the Government to reach out to your Strategic Sales Director, Clint Fulcher.

**Roadside Assistance Program at no cost to travelers that consists of:**

- 1. 24/7 toll-free number or company paid phone number for Government travelers**
- 2. Towing service as covered in paragraph C.16**
- 3. Assisted flat tire change for defective tires when there is no spare tire in the vehicle**
- 4. Battery jump start up for mechanical defects**

The above Roadside Assistance Program fails to align with the program included within Enterprise's GSA **MAS**. Enterprise agrees to offer a roadside assistance program to the Government as part of this **BPA**, however, the program offered must align with Enterprise's **GSA MAS**; specifically, "Roadside assistance is available for vehicle mechanical failures at no additional charge. Cost reimbursement shall be charged for non-mechanical breakdown scenarios such as jump starts, lock outs, lost keys, out of fuel, and flat tire services when requested by renters." Request for Roadside Assistance Services may be placed at any time during the rental. These services will be charged on the rental invoice and are calculated exclusive of the ceiling rate. Prices vary according to the requested service.

Customers in need of emergency road service may call a dedicated roadside assistance line. Instructions for contacting the roadside assistance line are included in the rental agreement provided at the counter.

Travelers using the Enterprise Rent-A-Car App also have the ability to press the Roadside button. This allows them to call 911 or be connected with our Roadside team for assistance with items such as flat tires or lockouts.

Enterprise will leverage its HERO platform to quickly and digitally dispatch a service provider. An Enterprise representative will take the call through this platform, confirm the safety and identity of the customer, locate where the breakdown has occurred, and request service. Roadside assistance is available 365 days a year, 24 hours per day. Assistance is available in multiple languages.

**Knowledgeable and responsive representative to facilitate resolving claims and service issues within 30 days of receipt.**

In the event a rental has not been handled satisfactorily or there is a problem with the billing at the time of the return, we will try to resolve the issue while the customer is still at the counter. If a traveler returns home before noticing the issue or a resolution cannot be reached at the counter, the Government administrator should reach out to your dedicated account team.

**Reservation Support to assist with completing reservations, both phone and online, and ensuring vehicles are available.**

Upon award, Enterprise will review the entire reservation process with regional leadership to ensure all possible efficiencies are utilized and ensure the defined process is compliant with the needs of both the vendor and contractor.

Enterprise Rent-A-Car offers comprehensive support for the Government. Support is available through all the tools and points of contact included in this response.