

U.S. Government Rental Car Agreement

Number 4



Managed By

**Defense Travel Management Office
4601 North Fairfax Drive, Suite 170
Arlington, VA 22203-1546**

U.S. Government Rental Car Agreement

Number 4

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1. Purpose. This Agreement, administered by the Defense Travel Management Office (DTMO), governs the rental of vehicles (passenger cars, sports utility vehicles, station wagons, passenger vans, and small pick-up trucks) by military members, employees of the Federal Government, and employees of the United States Postal Service while in official travel status when such rental is authorized by the Government (*See* also paragraph 15). The terms and conditions of this Agreement apply when either the "Government rate" is booked *or* the Government Administrative Rate Supplement (GARS) is charged. The Government Administrative Rate Supplement or any abbreviation thereof must be displayed on the rental contract given to the renter at the time of pick up so that renters may verify this Agreement applies before incurring any costs. This Agreement does not apply to the rental of administrative use vehicles.

The rental car company signing this Agreement, 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.

This Agreement is not intended for use in conjunction with any other commercial, special, promotional Government, affinity or discounted rental programs. In addition, Government agencies using other programs in connection with this Agreement must obtain prior permission from both the DTMO and other companies party to this Agreement.

2. Application Requirements. For approval to participate in this program, the Company must meet the following requirements:

- a. Provide documented proof of a minimum of one year in operation as a rental car business
- b. Provide ceiling Government rates for each type of vehicle offered (reference paragraph 3)
- c. Agree to provide Government rates and locations through the Global Distribution Systems (GDS) (reference paragraph 5)
- d. Provide proof of insurance coverage (reference paragraph 18.a)
- e. Offer economy, compact, mid-size and full-size vehicles at Government rates, at a minimum (reference Appendix B)
- f. Provide a list of participating locations (reference Appendix C)
- g. Provide a toll-free reservation number and quality control representative (reference Appendix D)
- h. Provide a list of corporate discount (CD) numbers the Company intends to use to designate official Government rates.

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Substantiated Documents for the above may be submitted directly to the DTMO electronically or in paper form.

3. Rates. The ceiling rate is the maximum rate approved by the DTMO, without any taxes or fees, which the Company is permitted to charge for the rental of a vehicle. For higher cost locations mutually agreed upon between the DTMO and the Company, ceiling rates shall include any surcharge for the cost of doing business in those areas. Factors to be considered when evaluating a high cost area will include, but are not limited to, use of the General Services Administration per diem tables, Company supplied justification, and DTMO research. The Company must identify daily, weekly, and monthly ceiling rates offered at participating locations in Appendix B. If the Company imposes mileage costs or drop-off charges for one-way rentals, those rates must be listed in 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.

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 DTMO approval. Daily, weekly and monthly base rates must be quoted in whole dollar amounts for U.S. locations, and in whole local currency amounts for international locations. In addition, weekly ceiling rates listed in Appendix B shall not exceed six times the Company's maximum DTMO approved daily ceiling rates. Monthly ceiling rates shall not exceed four times the Company's maximum DTMO approved weekly ceiling rates. Additional hourly rates charged for a rental will not exceed the daily Government rate and the extra day rate will not exceed the Government ceiling rate for that rental.

Initial rates and proposed changes to rates in Appendix B must be submitted on company letterhead with the original signature of an authorized Company representative and may be transmitted by mail, fax, or email to the following address:

Defense Travel Management Office
Commercial Travel Division
Attn: Travel Management Branch
4601 North Fairfax Drive, Suite 170
Arlington, VA 22203-1546

Email: CarRental@DTMO.pentagon.mil

Fax: 703-696-7878

Receipt of submitted ceiling rate changes will be acknowledged electronically by the DTMO, and approval will be determined by the DTMO within 30 days of receipt. If approved by the DTMO, the Company will be notified and the revised ceiling rates will be posted on the DTMO website.

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The base rates offered shall be inclusive of all additional charges, except for (i) the mandatory government administrative rate supplement (GARS, *see* paragraph 4), (ii) any applicable taxes, state and local Government fees and surcharges, airport administrative and/or concession fees, (iii) vehicle license and registration fees that vary from location to location, and (iv) any other fee whatsoever remitted to a third party or airport authority, will be applied to all rentals under this Agreement based upon the location of rental, as applicable. Except as may be required by applicable law, no other charges, fees or surcharges may be imposed under this Agreement without the prior consent of DTMO.

4. Government Administrative Rate Supplement (GARS). In addition to the ceiling rates set forth in Appendix B, the Company will charge the renter the mandatory GARS of \$5.00 or foreign currency equivalent per day worldwide. GARS is intended to address those costs incurred by the Company which are peculiar to doing business with the Government. The costs incurred include the application of the Agreement terms and conditions on a worldwide basis, the rental of vehicles to employees under age 25, acceptance of properly licensed authorized users on official business as additional drivers, and a guarantee of the Appendix B maximum rates for at least 60 days. GARS will be paid by all authorized personnel renting vehicles under this Agreement. It is the Company's responsibility to charge the GARS. Failure of the Company to charge the GARS does not void the provisions of this Agreement.

5. Global Distribution Systems (GDS) Display. All Government rates must be accessible through the GDS and may not be higher than the approved ceiling rates in Appendix B. The total cost available through the GDS must include all agreed upon fees, surcharges, and taxes, including the GARS charge. If the Company uses corporate discount (CD) numbers for the Government, the Company will furnish these numbers to the DTMO annually by October 1st and at any time they are updated. Any location of an approved company that rents a vehicle under the Government rate (/G, /GVT) will abide by all terms and conditions of this Agreement. Companies must accurately reflect whether the location of their rental facility is IN, ON or OFF terminal or a city/suburban location as defined in the definition section in this Agreement and in accordance with GDS policies.

6. Participating Locations. The Company will identify all participating locations in Appendix C, and list these locations, with hours of operation, in the GDS. The Company will also provide an updated list of participating locations to the DTMO in Appendix C format when this Agreement is effective and thereafter, on October 1st of each subsequent year. Any additions to the participating location list must be submitted to the DTMO on a monthly basis.

The Company may remove a participating location upon 30 days prior written notice to the DTMO. All terms and conditions of the Agreement will be honored by that location until the removal date. However, if the location accepts reservations prior to their removal date that extend beyond the removal date the terms of this Agreement will be honored until a time when all reservations have been fulfilled.

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When the Company submits a request to remove a participating location(s), to include the physical closure of the location, the Company will notify any travelers affected by such closure or termination action. Failure of the Company to make a good faith effort to notify affected travelers prior to their arrival of such closure or removal will result in the terms of this Agreement continuing to apply to those affected rentals. The notification will address how travelers will obtain customer service support and how to return vehicles after the termination date. In the event of no-notice closures (i.e., fire at a location, company or individual location bankruptcy, etc), the DTMO will be notified by the Company within 5 business days of the closure and travelers will be immediately notified of the actions required. Any location that is removed from participating in the program will immediately stop offering Government rates.

7. Rental Offices. The rental offices will be in a permanent structure; clean, well lit, and clearly identified as the rental company with whom the reservation was made.

8. Vehicles. Rental vehicles will meet applicable national, state and local safety standards, be properly licensed, maintained, clean, no more than two years old, properly inspected, in good mechanical condition at rental inception, and have no more than 40,000 miles on the odometer. The vehicles will contain a full tank of fuel at the time of pick-up. The renter is expected to return the vehicle with a full tank of fuel or the renter will pay the Company for refueling, unless pre-payment for fuel was arranged at time of pick-up. Rental car companies may request travelers to provide a fuel receipt at time of return. Pre-charging renters for fuel, including using minimum mileage, without the traveler's written consent is not permissible.

9. Quality Control Representative. The Company will appoint a representative to be contacted with regard to 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 senior management within the DTMO could communicate with on matters involving high level concerns.

10. Quality Control Program. To qualify and remain a participant in the program, companies making application to the U.S. Government Rental Car Program must meet the requirements outlined in Appendix F for Quality Control.

11. Reports. A quarterly report of rental activity for official Government rentals, as defined in Appendix E, must be submitted by the Company electronically to the DTMO no later than 15 calendar days after the last day of the quarter. The DTMO may provide the Company a quarterly performance review report. The Company will have thirty days to provide any feedback/corrective action on identified deficiencies. Information received from the Company will not be released or published outside the Government without prior written consent of the Company.

Failure to provide this information on a quarterly basis may result in the Company being suspended until such time as the information is received.

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12. Rental Car Company Meetings. A semi-annual meeting will be hosted by the DTMO to address Government and industry issues. However, the Company or the Government may request ad hoc meetings.

13. Companies Operating at Non-United States Locations. Companies participating in this Agreement and operating outside of the United States and its possessions must abide by the same terms as those participating at U.S. locations. Companies will identify all non-U.S. locations that require renters to purchase mandatory insurance due to local laws, as well as those locations that require an international drivers' license to rent a vehicle. The Company will provide a citation to the local law with said requirement and such locations will be noted in Appendix C. To the extent practicable, all non-U.S. operating locations must have an English speaking representative, and all rental documents must be written or explained in English.

14. Reservation Procedures. Federal travelers in official travel status should normally obtain their rental vehicle through their Commercial Travel Office (CTO) or Travel Management Center (TMC) which includes the Defense Travel System (DTS) or E-GOV Travel Services (ETS). When required, travelers may also book their reservations through company's web site, counter walk-up service or by telephone if the CTO or TMC is not available. Rental car reservation agents receiving telephone requests will quote current Government rates, verify participating locations and hours of operation and advise renters of vehicle pick up and drop off locations. In the rare event of an unavoidable situation that requires a traveler in official travel status to book a rental car at a rate other than the Government rate through an online or other commercial travel system, the Company will change the reservation to a Government rate at the request of the traveler. The rate change request must occur before the traveler signs the rental contract. Rental rates confirmed by the company will be guaranteed and honored for 60 days from the time of reservation. Repeated Company failure to honor reservations will be grounds for placing individual locations in non-use until satisfactory remedial measures are effected.

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. The toll free number for reservations is shown in Appendix D. In addition, a confirmed reservation will be held for a minimum of 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.

15. Authorized Drivers. Persons authorized to operate vehicles rented under this Agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow Government travelers in official travel status while acting within the scope of their employment duties. Such additional drivers need not be listed on the rental agreement.

Government employees who are age 18 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on authorized Government travel. Company locations should be aware that, in many states, the driver's license issued to military personnel does not expire during the entire time the individual remains in active duty military service, and such

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licenses will be accepted regardless of the date of issuance or stated expiration if otherwise valid (*i.e.*, not suspended or revoked for cause). For driver's licenses subject to such state laws, the Company has the right to ask for a valid military identification card if an apparently expired driver's license is presented.

Random driver's record checks are permissible under the U.S. Government Rental Car Program and are at the expense of the Company. Government renters are not required to complete driving history questionnaires unless questionnaire completion is required for all renters at that location. Government renters with a documented history of driving under the influence of intoxicants or prohibited drugs or charged with driving on a suspended license may be refused a rental vehicle.

16. Employee Identification. An employee's official travel status is authenticated when either of the following occurs:

- a. A travel authorization/order or Government travel charge card is presented when on authorized official travel;
- b. A reservation is made through the Defense Travel System (DTS) or the General Services Administration E-GOV Travel Service (ETS).

Official Government travel charge cards and/or travel authorization/orders may authenticate official travel status but their use alone does not apply the terms and conditions of this Agreement to a rental unless the Government rate is booked or GARS is charged.

In the absence of travel orders, Government travel charge card or a reservation through ETS/DTS, companies may request to view Government identification from the renter as evidence of Government employment.

17. Rental Vehicle Pick-Up Procedures. 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 will be furnished a copy of the Company rental contract, but will not be bound by any provision therein inconsistent with this Agreement. (*See also* paragraph 1.) At the request of the Company, the renter will provide a current official work mailing address, telephone number, and the renter's employing Government agency. When a Government travel charge card is presented as authorization of official travel status, the cost of the rental will be charged to that card.

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

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reserved by the renter applying the terms and conditions of this Agreement. The rental location has the option of providing a vehicle not included in Appendix B or 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 agreement 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.

18. Insurance, Damage Liability, and Billing for Damages. Neither the Government nor Government renters will be responsible for loss or damage to the vehicle except as stated below in paragraph 18.b. Personal accident insurance, personal effects coverage, or other optional coverage is not addressed in this Agreement and in most cases they are not reimbursable expenses. These optional coverages are not a prerequisite for renting a vehicle.

a. Insurance Requirements. Notwithstanding the provisions of any Company rental vehicle agreement or contract executed by the Government employee when renting a vehicle under the terms of this Agreement, the Company will maintain in force, at its sole cost, insurance coverage or a duly qualified self-insurance program which will protect the U.S. Government and its employees against liability for personal injury, death, and property damage arising from the use of the vehicle. The personal injury/wrongful death limits will be \$100,000 for each person for each accident or event, \$300,000 for all persons in each such accident or event, and property damage limits of \$25,000 for each such occurrence. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the Government and its employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental.

Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance available to the Government, the renter, or additional authorized drivers. Proof of such insurance or self-insurance will be provided by the Company to the DTMO at time of application to the program and on October 1st of each year thereafter or upon written request. Proof of insurance shall be in writing on company letterhead or on the Association for Cooperative Operations Research and Development (ACORD) form. Failure to maintain this required insurance or self-insurance will be grounds for immediate termination of this Agreement.

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If a claim arising out of this Agreement is filed by a third party with either the renter's Government agency or the Company, a copy of the claim will be promptly forwarded to the other party of this Agreement. When the third-party claim is filed against the Company and the Company does not know the identity of the renter's Government agency, the Company shall promptly provide a copy of the claim to the DTMO. The DTMO will make diligent efforts to identify and notify the claims office of the renter's Government agency as soon as possible.

b. Loss of or Damage to Vehicle. Notwithstanding the provisions of any Company vehicle rental agreement or contract executed by the Government employee renting a vehicle under the terms of this Agreement, unless otherwise prohibited by state or other applicable law, the Company, and not the renter or U.S. Government, hereby assumes and shall bear the entire risk of loss of or damage to the rented vehicles (including costs of towing, administrative costs, loss of use, and replacements), from any and every cause whatsoever, including but not limited to casualty, collision, fire, flood, upset, malicious mischief, vandalism, tire damage, falling objects, overhead damage, glass breakage, strike, civil commotion, theft and mysterious disappearance, *except* where the loss or damage is caused by one or more of the following (*see also* paragraph 19.b, below):

- (1) Obtaining the vehicle through fraud or misrepresentation;
- (2) Operation of the vehicle by an authorized driver under the influence of intoxicants or any prohibited drugs, or the damage or loss is caused intentionally by an authorized driver;
- (3) Use of the vehicle for any illegal purpose;
- (4) Use of the vehicle in pushing or towing another vehicle;
- (5) Use or permitting the vehicle to carry passengers or property for hire;
- (6) Operation of the vehicle in military exercises or training, tactical maneuvers; or for law enforcement purposes that are likely to expose the vehicle, the driver or passengers or other persons or property of others to a risk of damage or injury above that of routine travel unless the company has agreed to such operation in writing at the time of rental;
- (7) Operation of the vehicle in a test, race or contest;
- (8) Operation of the vehicle with the consent of an authorized driver by a person *other than* an authorized driver (*see* paragraph 15 above);
- (9) Operation across international boundaries unless specifically authorized at the time of rental;

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- (10) Loss of vehicle keys. The traveler's and/or Government's liability for loss of vehicle keys shall be limited to the cost of replacing the keys and associated labor and towing charges unless the rented vehicle is stolen as set forth in subparagraph b(11), immediately below;
- (11) Theft of the rented vehicle when the renter leaves or allows the keys to be left in an unattended vehicle, or when the renter negligently loses or abandons the keys and they are subsequently used to steal the vehicle;
- (12) Operation of the vehicle off paved, graded, Federal, state, or professionally maintained roads, or driveways, unless the Company has agreed to such operation in writing at the time of rental;
- (13) Adding improper fuel to a vehicle when the required vehicle fuel type is clearly and obviously marked; or
- (14) Any damage to a rented vehicle caused by a Government employee, not the renter or authorized driver of a vehicle rented under this Agreement, but acting within the scope of employment. (*See also* paragraph c, immediately below.)

c. Billing for Damages. When loss or damage is due to an exception stated above, the Company will submit bills directly to the Government agency employing the renter to the attention of the renter at the official work address noted in Section 17. If the Company is unable to contact the traveler's agency using the contact information obtained at vehicle pick-up, the Company should contact the DTMO for assistance. The DTMO will assist the Company in expediting contact with the renter for the purpose of determining the renter's employing agency. The Company may also contact the individual through its own channels for the same purpose. Under no circumstances shall the Company charge the government travel card for damage to the rental car. Violating this term may result in the location being placed in a non-use status for no less than 30 days.

If the renter's employing Government agency denies liability on the basis that the renter or other authorized driver was not operating the vehicle for official travel at the time of the loss, the Company may handle the matter directly with the renter.

In such a circumstance as described in subparagraph b. (14) 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 available under applicable law.

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19. Accidents or Repairs. The Company will inform renters of the process required worldwide should an accident or repair becomes 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 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. 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 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 on authorized Government travel may be requested by the Company, and must be provided by the renter or the renter's agency.

20. Payment. The following vendors issue U.S. Government Visa and MasterCard charge cards for official use: Citibank, JPMorgan Chase, and U.S. Bank. Official Government Visa charge cards are identified by the prefix number 4486 or 4614; the official Government MasterCard charge cards begin with 5568 and 5565. During the General Services Administration's 10-year SmartPay2[®] contract, some agencies may elect to use Government sponsored debit or prepaid cards. The prefix for these VISA branded cards is 4614 and for MasterCard are 5564, 5568, and 5565.

21. Acceptable Means of Payment. Renters may pay for rentals using cash, personal check, or a personal or Government credit or charge card. Acceptance of a Government travel charge card is mandatory for rentals under this Agreement. For renters without a Government or personal credit or charge card, cash deposits up to the estimated amount of rental charges may be required. The cash deposit will be based on the lesser of the daily, weekly, or monthly rate plus any applicable sales tax, fees and GARS. For a vehicle rented with a cash, check or money order deposit, any excess deposit will be refunded by check issued within 30 calendar days after the end of the rental period.

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22. Prohibited Charges to Government Travel Charge Card or Personal Credit Card.

Pre-charging or placing holds on credit or charge cards with the estimated amount of the rental and making adjustments when the car is returned is prohibited. Rental car companies may request an authorization on the credit or charge card of record to ensure that the credit or charge card is active and will allow for appropriate funding of rental car expenses.

The Company signing this Agreement acknowledges and fully agrees that charging the renter's Government or personal charge/credit card for damage to the rental vehicle is prohibited when the renter or authorized driver, as the case may be, was on authorized duty when renting the vehicle and within the scope of employment when the damage was caused, and the rental was booked under the terms of the Government Agreement. Charging the renter's Government or personal charge/credit card in violation of this Agreement will serve as grounds for a participating location being placed in immediate non-use status. In the event this provision of the Agreement is violated by a participating location, the Company will take all steps available to immediately reverse any charges applied in violation of this provision of this Agreement and immediately notify any collections agencies and credit reporting bureaus to which the delinquency was reported. Failure of the Company to do so will be grounds for suspension of the Company and/or termination of this Agreement.

Copies of the travel authorization/orders or the Agency's written notification to the Company if travel authorization/orders are not available, will serve to authenticate whether the renter or authorized driver was on authorized duty when renting the vehicle. The renter's or authorized driver's employing agency, as the case may be, will determine whether the renter or authorized driver was within the scope of employment at the time of the accident, and will notify the Company in writing of that determination. The written agency notification and determination required by this paragraph must be made at a supervisory level within the renter's or authorized driver's supervisory chain. In specific instances where the Government has denied liability for damage to the rental vehicle because the renter or authorized driver was not within the scope of employment and has notified the Company in writing, the Company may pursue damage charges with the traveler. Rental vehicle charges may be applied to Government managed centrally billed accounts; *however*, this tax exempt transaction requires prior coordination between the account manager and the rental car company.

23. Rental Documents. The Company shall clearly state the vehicle class in a comprehensible method for the traveler (i.e. economy, compact, full, etc.), all optional equipment, traveler upgrades, prepaid fuel, all federal, state, and local Government fees, surcharges, and taxes that are applied to all rentals at each location, and the GARS charge on the rental contract and the traveler's receipt. The Company is required to substantiate the charges and taxes upon request of the renter or the DTMO.

24. Agreement Termination. This Agreement may be terminated by either party with at least 60 days of advance written notice. The DTMO will monitor the operation of this Agreement and coordinate proposed modifications with participating rental car companies as required.

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25. DTMO Site Visits. DTMO Representatives may visit participating locations to ensure compliance with this Agreement. The DTMO will coordinate with appropriate Company personnel on announced site visits. The results of the site visit will be provided to the Company individually or as part of their Quarterly Review document.

26. Non-use, Suspension, or Disqualification. The Government maintains the right to review the practices and policies of the Company and its participating locations with regard to Government travelers. The DTMO may place a Company's participating location(s) in a non-use status, or suspend or disqualify companies from participating in this Agreement when such practices and policies are not in the best interests of the Government. Noncompliance with this Agreement by a Company or a participating location is considered not to be in the best interest of the Government. Non-use action may be taken immediately after receipt of information indicating that a Company's participating location fails to meet the requirements necessary to be an approved participant in this Agreement. A Company may dispute the accuracy of the information on which non-use status is based. A DTMO Review Panel (RP – *see* Appendix G) will normally be held within 30 days after the location is placed in non-use status.

a. Non-use, suspension or disqualification actions may be taken for specific incident(s) of unsatisfactory service or failure to perform, or a trend of unsatisfactory service or failure to perform in accordance with the terms of this Agreement.

b. A DTMO Review Panel (RP) will be convened to determine whether a Company is in violation of the terms and conditions of this Agreement, and thereby subject to suspension or disqualification. An RP may or may not be convened to determine whether non-use actions are warranted for a participating location. If an RP is not convened for a non-use action, the participating location will be given an opportunity to present matters for DTMO consideration. *See* Appendix G.

27. Provisions. This Agreement sets forth the responsibilities of the parties participating in and administering the U.S. Government Car Rental Program, and is made with the understanding that the DTMO is under no obligation to ensure business is directed to the Company, nor does it commit the DTMO to obligate or expend appropriated funds. This Agreement is not governed by the Federal Acquisition Regulation (FAR). (*But see* Appendix A, Definitions – “Debarment”.)

This Agreement supersedes all prior U.S. Government Rental Car Agreements between the Department of Defense and the rental car company. It shall be effective on the date countersigned by the DTMO official and shall remain in effect until terminated by either party with at least 60 days advance written notice or as otherwise provided herein.

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Signature page

(Name of Company)

The undersigned, an officer of the above named rental car company, agrees that the terms and conditions of this Agreement will govern the rental of cars and passenger vans by military members, employees of the Federal Government, and employees of the United States Postal Service on official travel authorized to rent vehicles at Government expense.

(Signature)

(Date)

(Type Name of Company President/Authorized Official)

(Type Title of Company President/Authorized Official)

Defense Travel Management Office
Acknowledgement and Acceptance

(Signature)

Pamela S. Mitchell
Director, Defense Travel Management Office

(Date Approved)

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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. Indicia 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 vendor which has the same or similar management, ownership, or principal employees as that vendor.

AUTHORIZED USERS – Uniformed service members, civilian employees of the Federal Government, employees of the United States Postal Service, and non-Federal Government individuals on invitational travel authorizations while on official travel for the Government and others as specified in Appendix B.

AUTOMATED BOOKING TOOLS – Software applications that permit Government users to book official travel arrangements through the use of internet based connections. Currently in the Government these tools include the Defense Travel System, E2 Solutions, GovTrip, and FedTraveler.

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

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

CENTRALLY BILLED ACCOUNT (CBA) - Government-sponsored, contractor-issued travel 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.

COMMERCIAL TRAVEL INFORMATION MANAGEMENT (CTIM) – The database maintained by the DTMO used to capture travel data.

COMMERCIAL TRAVEL OFFICE (CTO) - 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 the Department of Defense.

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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.

DEBARMENT - The action taken by a debarring official excluding a vendor 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.

DEFENSE TRAVEL SYSTEM (DTS) – The Defense Travel System (DTS) is an end-to-end travel management system that automates temporary duty travel (TDY) for the Department of Defense. It allows travelers to create authorizations (travel orders), prepare reservations, receive approvals, generate travel vouchers, and receive payment.

DISQUALIFICATION - The act by a DTMO Review Panel of excluding a Company from participating in the U.S. Government Rental Car Agreement. Notwithstanding any other provisions of this Agreement, a disqualification will result in immediate termination of the Agreement without further notice.

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

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 ADMINISTRATIVE RATE SUPPLEMENT (GARS) - A reimbursable expense charged by car rental companies intended to address those costs incurred by the Company which are peculiar to doing business with the Government, including the application of the Agreement terms and conditions on a worldwide basis, the rental of vehicles to employees under age 25, acceptance of properly licensed authorized users on official business as additional drivers, and a guarantee of the Appendix B maximum rates for at least 60 days.

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 by the use of the term “Government Rate” or any abbreviation, and/or a Company’s Government corporate discount number for “official travel” on any Company documents.

GLOBAL DISTRIBUTION SYSTEM (GDS) – The automated reservation systems used by the commercial travel industry for booking available vehicles, *e.g.*, Sabre, Galileo/Apollo, Worldspan, Amadeus, etc.

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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.

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 (*see* paragraph 27). Non-use status will remain in effect until the matters leading to non-use status are corrected to the DTMO's satisfaction.

OFFICIAL TRAVEL – Authorized travel solely in conjunction with business of Department of Defense, Federal Government or U.S. Postal Service as defined by the appropriate Service or Agency travel regulations.

OFFICIAL TRAVEL STATUS – The status of the traveler during the period of time when the traveler is on official travel orders/authorization issued by the Department of Defense, the Federal Government, or the U.S. Postal Service.

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.

PREPAID FUEL – Traveler's option to pay for fuel in advance and return the vehicle with less than a full tank.

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

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REVIEW PANEL (RP) – An ad hoc group appointed by the Director, DTMO, to review issues that could lead to a Company’s participating location(s) being placed in non-use status or a Company being suspended or disqualified from participating in the Agreement.

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.

SUSPENSION – The act by a DTMO Review Panel of temporarily excluding a Company from participating in the U.S. Government Rental Car Agreement. A suspension shall normally not exceed 24 months.

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 GARS and excludes all optional services.

TRAVEL AUTHORIZATION / ORDER - A written instrument or oral directive issued or approved by person(s) to whom authority has been delegated directing a traveler or group of travelers to travel.

UNIFORMED SERVICES - The Army, Marine Corps, Navy, Air Force, Coast Guard, National Oceanic and Atmospheric Administration Corps, and the Public Health Service.

VEHICLE – For purpose of this Agreement, includes passenger cars, sport utility vehicles (SUV), station wagons, passenger vans, and small pick-up trucks.

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

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Appendix B – Hybrid Ceiling Rates

Part 2 - United States Rates (includes Alaska and Hawaii and possessions)

CAR CLASS	PASS. SIZE**	DAILY	WEEKLY (6x daily rate)	MONTHLY (4x weekly rate)
-----------	--------------	-------	---------------------------	-----------------------------

Mini/Economy

Compact

Intermediate/Standard

Full-Size

Sport Utility Vehicles

Van

Other

**Specify Passenger Size

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Appendix B – Ceiling Rates
Part 3 - International Rental Rates

Company must identify country and currency.

CAR CLASS	PASS. SIZE**	DAILY	WEEKLY (6x daily rate)	MONTHLY (4x weekly rate)
-----------	--------------	-------	---------------------------	-----------------------------

Mini/Economy

Compact

Intermediate/Standard

Full-Size

Sport Utility Vehicles

Van

Other

**Specify Passenger Size

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Appendix B – Hybrid Ceiling Rates
Part 4 - International Rental Rates

Company must identify country and currency.

CAR CLASS	PASS. SIZE**	DAILY	WEEKLY (6x daily rate)	MONTHLY (4x weekly rate)
-----------	--------------	-------	---------------------------	-----------------------------

Mini/Economy

Compact

Intermediate/Standard

Full-Size

Sport Utility Vehicles

Van

Other

**Specify Passenger Size

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Appendix B -
Part 5 - One Way Rentals and Drop-Off Charges

CAR CLASS	PASS. SIZE**	DAILY	WEEKLY (6x daily rate)	MONTHLY (4x weekly rate)
-----------	--------------	-------	---------------------------	-----------------------------

Mini/Economy

Compact

Intermediate/Standard

Full-Size

Sport Utility Vehicles

Van

Other

**Specify Passenger Size

One way charges will be based upon:

Total mileage during the rental Yes _____ No _____

Direct mileage distance between point of pick up and point of return.
Yes _____ No _____

Drop off charge Yes _____ No _____

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Appendix B – Hybrid

Part 6 - One Way Rentals and Drop-Off Charges

CAR CLASS	PASS. SIZE**	DAILY	WEEKLY (6x daily rate)	MONTHLY (4x weekly rate)
-----------	--------------	-------	---------------------------	-----------------------------

Mini/Economy

Compact

Intermediate/Standard

Full-Size

Sport Utility Vehicles

Van

Other

**Specify Passenger Size

One way charges will be based upon:

Total mileage during the rental Yes _____ No _____

Direct mileage distance between point of pick up and point of return.
Yes _____ No _____

Drop off charge Yes _____ No _____

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Appendix C - Participating Locations

1. Companies shall submit information for all participating locations in Microsoft Excel. There will be one line per participating location. If there is more than one rental counter at a given location (i.e., Terminal 1 and Terminal 2 at Frankfurt Airport) and there are differences in phone numbers or operating hours, then multiple records will be used.

2. Domestic Participating Rental Car Locations

- Company Name
- Address
- City
- State
- Zip Code
- Company Location/Branch Number
- Associated Airport Code (airport code or NA for city/suburban locations)
- Local Phone Number
- Toll Free Number
- Operating hours (by day using a 24 hour clock)

3. International Participating Rental Car Locations

- Company Name
- Address
- City
- Country
- Postal Code
- Company Location/Branch Number
- Associated Airport Code (airport code or NA for city/suburban locations)
- Legally Imposed Mandatory Rental Insurance (yes or no) (if yes, provide copy of citation to local law)
- International driver's license mandatory (yes or no)
- Local Phone Number (include country code)
- Operating hours (by day using a 24 hour clock)

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Company Name	Address	City	State	Zip	Company Location/Branch Number	Associated Airport Code (if any)	Local Phone Number
Ramsey Rental	4601 N Fairfax Dr	Arlington	VA	22203	VA0001	XYZ	703-555-1234

Toll Free Number	Operating Hours (0001 - 2400)						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
888-555-1234	Closed	0700-1700	0700-1700	0700-1700	0700-1700	0700-1900	0830-1200

Domestic Participating Rental Car Location Data Record
--

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Company Name	Address	City	Country	Postal Code	Company Location/Branch Number	Associated Airport Code (if any)	Legally Imposed Mandatory Insurance	International Driver's License Mandatory
Ramsey Rental	4601 Nord Strasse	Heilbronn	Germany	472350	DE00001	XYZ	Yes	No

Local Phone Number	Operating Hours (0001 - 2400)						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
49-0547-55555	Closed	0700-2300	0700-2300	0700-2300	0700-2300	0700-2300	0830-1200

International Participating Rental Car Location Data Record

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Appendix D - Reservation Toll Free Number and Quality Control Representative

The toll free telephone number for reservations is _____

Company website for Government reservations is _____

The name, address and telephone number of the Company representatives to be contacted with regard to billing problems and/or complaints is:

Name: _____

Title: _____

Address: _____

Telephone: _____

Cell phone _____

Fax: _____

Email: _____

Point of contact senior to Quality Control Representative

Name: _____

Title: _____

Telephone: _____

Email: _____

Fax: _____

Cell phone: _____

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Appendix E - Rental Car Reporting Instructions

1. Companies providing services under this Agreement are required to provide quarterly reports in English on all rental activity to the DTMO Commercial Travel Information Management (CTIM) database. This information will be used for management purposes and to ensure compliance with the Agreement and government travel regulations. Data will not be identifiable to a specific Company when used in reports provided to industry representatives. To accommodate the information technology capabilities of the participating Companies, data regarding contracts and cost information will be separated from accident and customer service issues which may be added in future modifications to this Agreement.
 - a. Reports will consolidate all Federal Government rental activity for all Company locations.
 - b. Each quarter's CTIM file is to cover rentals turned in from the first of the fiscal quarter through the last day of that fiscal quarter, not by reservation or pickup date. Reports are due to the DTMO no later than 15 calendar days after the last day of the fiscal quarter.
 - c. One record will be generated for each Federal Government rental contract turned in during the reporting period. Data elements will be separated by a comma and text data will be enclosed in quotes. Numeric values will NOT be in quotes and will not contain special characters such as “,” or “.”. CTIM will assume that the two right most positions are partial currency units. Therefore a cost of \$149.00 would be entered as 14900.
 - d. The following convention will be used for naming the file containing contract and cost information: CTIM_YY_QX_CAR_COMPANYNAM.TXT (YY is the 2-digit Federal Government fiscal year (FY; 1 Oct – 30 Sep) and QX is the reporting quarter). Including the “CAR” is critical in case CTIM gets reports from a travel agency or other vendor with a similar name. October – December is Q1, January – March is Q2, April – June is Q3, and July – September is Q4. FY 11 runs from 1 October 2010 to 30 September 2011.

Example: The file for rentals completed by Acme Rental Car for October – December 2010 would be CTIM_11_Q1_CAR_ACME.TXT.

- e. Report files will be submitted via secure file transfer protocol (SFTP). Contact ctim@dtmo.pentagon.mil for instructions, user name, and password.
- f. For questions concerning formatting and transmission, contact ctim@dtmo.pentagon.mil.

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2. File processing reports (FPR) will be sent to the Company each quarter confirming receipt of the file and advising of any rejected records.
 - a. Errors must be corrected and resubmitted to the DTMO within seven days of receipt of the FPR.
 - b. Only the corrected records should be returned to the DTMO, not the entire monthly file.
 - c. Resubmission files will be named similarly to the original file, but a resubmission number will be added to the end of the file name. There is no limit to the number of supplemental files that can be submitted.

Example: If the Company receives 100 rejected records in their FPR for the file CTIM_11_Q1_CAR_ACME.TXT and is able to correct 75 right away, the 75 corrected records will be resubmitted (*see 2.a.*) with the file name CTIM_11_Q1_CAR_ACME_1.TXT.

When the Company corrects the remaining 25 records, they will be submitted with the file name: CTIM_11_Q1_CAR_ACME_2.TXT.

3. Companies will be required to begin transmitting reports in this format for all rentals from the effective date of this Agreement forward following the instructions above.

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Contract and Cost Information Data Elements

Data Elements			
Field	Type	Length	Field Name/Description
1	VARCHAR	100	<u>Rental Company</u> Enter the name of the company reporting the information
2	VARCHAR	2	<u>Rental car vendor GDS code</u> Enter the rental car vendor's GDS code
3	VARCHAR	20	<u>Rental contract number</u> Enter the contract number for the rental
4	VARCHAR	15	<u>Corporate Discount Number (Also known as Source Code)</u> Enter the corporate discount number used to reserve the rental
5	VARCHAR	50	<u>First name</u> Enter the first name of the traveler as entered on the contract
6	VARCHAR	50	<u>Last name</u> Enter the last name of the traveler as entered on the contract
7	VARCHAR	100	<u>Rental pickup location</u> Enter the location identifier for the rental location on the contract (use airport code if it was an airport location). For non-airport locations, enter the city and state or territory (if US) or city and country (if foreign). Separate the city and state or country with a dash "-".
8	VARCHAR	100	<u>Rental return location</u> Enter the location identifier where the rental car was returned (use airport code if it was an airport location). For non-airport locations, enter the city and state or territory (if US) or city and country (if foreign). Separate the city and state or country with a dash "-".
9	VARCHAR	4	<u>Industry Standard Car Classification Code</u> Enter the four character industry standard car classification code corresponding to the vehicle rented
10	VARCHAR	3	<u>No Cost Upgrade</u> Enter a yes/no answer if the vehicle was upgraded at no cost
11	VARCHAR	3	<u>Currency type</u> Enter the code for the currency type from the ISO 4217 Currency Code List (http://www.xe.com/iso4217.php) used for all cost items for this contract
12	NUMBER	7	<u>Total cost</u> Enter the base rate, GARS, fees and taxes, optional purchases such as GPS equipment, snow tires, car seats, pre-paid fuel, upgrade fees, toll paying devices, hand controls, etc (numbers only - do not use special characters like "," or ".")
13	NUMBER	5	<u>GARS</u> Enter the GARS charged for this rental (numbers only - do not use special characters like "," or ".") If not charged, enter "0".

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14	NUMBER	7	<u>Collision damage waiver (CDW)</u> Enter the cost of the CDW not included in the base rate (numbers only - do not use special characters like “,” or “.”) If not charged, enter “0”.
15	NUMBER	7	<u>Liability or loss damage waiver (LDW)</u> Enter the cost of the LDW not included in the base rate (numbers only - do not use special characters like “,” or “.”) If not charged, enter “0”.
16	NUMBER	7	<u>Base rate 1 (monthly)</u> Enter the monthly base rate (if applicable) for the rental period (numbers only - do not use special characters like “,” or “.”). Enter 0 if the monthly rate did not apply to this completed rental.
17	VARCHAR	50	<u>Type of rate 1 (monthly)</u> Enter the category of rate such as Government, Corporate, Leisure, Weekend, or Special Promotion if this rate applied to this rental. Leave blank if monthly rate does not apply to this rental.
18	NUMBER	7	<u>Base rate 2 (weekly)</u> Enter the weekly base rate (if applicable) for the rental period (numbers only - do not use special characters like “,” or “.”). Enter 0 if the weekly rate did not apply to this completed rental.
19	VARCHAR	50	<u>Type of rate 2 (weekly)</u> Enter the category of rate such as Government, Corporate, Leisure, Weekend, or Special Promotion if this rate applied to this rental. Leave blank if weekly rate does not apply to this rental.
20	NUMBER	7	<u>Base rate 3 (daily)</u> Enter the daily base rate (if applicable) for the rental period (numbers only - do not use special characters like “,” or “.”). Enter 0 if the daily rate did not apply to this completed rental.
21	VARCHAR	50	<u>Type of rate 3 (daily)</u> Enter the category of rate such as Government, Corporate, Leisure, Weekend, or Special Promotion if this rate applied to this rental. Leave blank if daily rate does not apply to this rental.
22	NUMBER	7	<u>Base rate 4 (hourly)</u> Enter the hourly base rate (if applicable) for the rental period (numbers only - do not use special characters like “,” or “.”). Enter 0 if the hourly rate did not apply to this completed rental.
23	VARCHAR	50	<u>Type of rate 4 (hourly)</u> Enter the category of rate such as Government, Corporate, Leisure, Weekend, or Special Promotion if this rate applied to this rental. Leave blank if hourly rate does not apply to this rental.
24	NUMBER	7	<u>Mandatory fees and taxes imposed by airport or government</u> Enter the cost of all mandatory fees and taxes imposed by the airport, local, county, state, and federal governments. Does not include GARS or optional equipment charges.

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25	NUMBER	7	<u>Late turn-in fee</u> If charged, enter the penalty fee charged for the late turn-in (this is not the additional base rate charged). If no late turn-in penalty fee was charged, enter 0.
26	NUMBER	5	<u>One way mileage rate</u> Enter the one way mileage rate if applicable (numbers only - do not use special characters like “,” or “.”). If no rate applied, enter 0.
27	NUMBER	5	<u>Drop-off fee for one way rental</u> Enter the drop off fee for a one way rental if applicable (numbers only, do not use special characters like “,” or “.”). If no fee applied, enter 0.
28	NUMBER	6	<u>Odometer out</u> Enter the odometer reading on the vehicle at start of rental (whole units only)
29	NUMBER	6	<u>Odometer in</u> Enter the odometer reading on the vehicle at the termination of rental (whole units only)
30	VARCHAR	2	<u>Unit of measure</u> Enter MI for miles or KM for kilometers
31	VARCHAR	20	<u>Confirmation number</u> Enter the Company confirmation number given at time of reservation
32	DATE	7	<u>Date of pickup</u> Enter the date that the vehicle left your rental location as DDMMYY – 12DEC09
33	NUMBER	4	<u>Time of pickup</u> Enter the time that the vehicle left your rental location using the 24 hour clock – 1530
34	DATE	7	<u>Date returned</u> Enter the date that the vehicle returned to your rental location as DDMMYY – 15DEC09
35	NUMBER	4	<u>Time returned</u> Enter the time that the vehicle returned to your rental location using the 24 hour clock - 0845
36	VARCHAR	3	<u>Was the driver under age 25?</u> Enter yes or no if the driver was under age 25 when the rental began
37	VARCHAR	3	<u>Update to previous record</u> Enter a yes or no answer if the entry is an update to an earlier submission. If yes, resubmit entire record with the appropriate data elements changed.

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Appendix F – Quality Control Program Requirements

Customer Service Program that includes:

1. Availability of customer satisfaction surveys
2. Written proof of established customer service standards
3. DTMO contact information for conflict resolution
4. Government customer satisfaction rating

Training Program that includes at least one trained employee at each participating location on the terms and conditions on the US Government Rental Car Program.

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 18.b.
3. Assisted flat tire change for defective tires when there is no spare tire in the car
4. Battery jump start up for mechanical defects

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

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Appendix G - Defense Travel Management Office Review Panel

1. **PURPOSE.** This Appendix prescribes the Defense Travel Management Office (DTMO) Review Panel (RP) procedures governing non-use, suspension, or disqualification of rental car companies and their affiliates that are participants in the U.S. Government Rental Car Agreement. These procedures will be followed when the DTMO takes action to suspend or disqualify a Company or place a rental car company (or one of its participating locations) in a non-use status. The procedures in this Appendix are designed to ensure that the Government's best interests are served while providing appropriate due process to rental car companies.
2. **PROCEDURES.**
 - a. On receipt of information or a recommendation from a traveler, DTMO representative, Federal Agency representative, or other source, the DTMO in consultation with legal counsel will review the information or recommendation and related facts to determine whether an RP should be convened to determine if non-use, suspension, or disqualification is appropriate to protect the Government's interest. If it is determined that an RP should be convened, the DTMO will promptly notify the Company's government representative of such determination.
 - b. The DTMO will forward to the Company's government representative a written notice (notification letter) of an RP, along with a copy of this Appendix, by certified mail, express air carrier, or similar means with receipt verification. The notice will state:
 - (1) That the RP is considering non-use, suspension, or disqualification action and the specific violation(s) of this Agreement that give rise to the proposed action;
 - (2) The date, time, and location the RP will convene;
 - (3) The subject of the proposed action will have 14 calendar days from the receipt of the notice letter to do the following:
 - (a) Respond in writing to the proposed action;
 - (b) Request additional time, if necessary, for presenting information;
 - (c) Notify DTMO officials concerned of any intent to present information to the RP in person or telephone conference; and

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- (d) Submit four (4) copies of all information it wishes the RP to consider.
 - (4) That failure to respond to a panel notice will result in the RP basing its decision upon the material before the RP when it convenes; and
 - (5) If circumstances warrant, the notice may also require the Company to provide/update information identifying all affiliates.
- c. For good cause, the DTMO may prescribe a lesser period of time for the Company to take actions prescribed above. The Company may waive the minimum response time and submit a written request that the RP be convened at the earliest practicable date.
 - d. Any cause or condition supporting non-use, suspension, or disqualification which comes to the attention of the panel after scheduling an RP may be joined with the pending RP if the Company is provided written notification of the additional allegations and is provided a minimum of seven (7) calendar days to respond to the additional allegations prior to the commencement of the RP.
 - e. The Company may present evidence either in writing or through witnesses supported by written record, which support any defense or mitigation of the allegations presented. RP members or advisory members may question a Company's witnesses about their testimony or about other information presented by the Company.
 - f. Consideration may be given to placing a Company or its participating locations in immediate non-use, suspension, or disqualification status when a decision has been made to hold an RP pursuant to this Appendix. Placing a Company in immediate non-use, suspension, or disqualification status shall be reserved for those instances where circumstances require such action to protect the Government's interest. An RP will normally be convened within 30 days of such non-use action, unless the Company causes a delay. For good cause, a Company may request an expedited RP.

3. COMPOSITION OF REVIEW PANELS.

- a. DTMO RPs will be composed of three voting members selected by the Director who shall ordinarily be military or civilians at the level of O-4 (military) or GS-13 (civilian) or higher to ensure its members possess the needed expertise and experience to take actions authorized by this Appendix. The highest graded individual on the panel shall act as chairperson. The chairperson shall be at least at the level of O-5 (military) or GS-14 (civilian).

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- b. Advisory members (non-voting) of RPs include legal counsel, action officers, and functional experts as appropriate.
- c. In the event the RP is convened as a result of complaints or a request from a DoD Service or agency, or another Federal Government agency, that organization may send a non-voting observer as well as appropriate witnesses.
- d. The RP will meet at the time and place designated by the RP chairperson. An RP recorder may be used for recording the minutes of the RP and keeping necessary records. Records may be summarized and shall be maintained by the DTMO in accordance with DoD records retention policies and procedures. Cases determined by the DTMO legal counsel sufficient to establish a significant legal precedent will be permanently retained. At the conclusion of the RP, the recorder will prepare a memorandum for record indicating the finding(s) and decision(s) of the panel. The memorandum will include a record of the number of votes for each decision made by the RP.
 - (1) Verbatim Records. A verbatim record of the RP may be taken at the DTMO's discretion and expense. However, transcribing panel proceedings is not DTMO's normal business practice. If a verbatim record is taken, it will be maintained in the appropriate case file and a copy provided to the Company upon request and at the cost of the Company. The Company may make a verbatim record of the RP at the Company's expense and with DTMO's permission. The Company shall notify the DTMO of its intent to take a verbatim record of the RP no less than 72 hours prior to the convening of the RP, and shall provide a copy to the DTMO upon request.
 - (2) Access. To the extent allowed by Federal law and relevant to the matters being addressed, RPs may consider any and all information provided by the Company. Therefore, Review Panels shall be closed to all but the following persons:
 - (a) Representatives of the DTMO or the DoD Service or Agency or other Federal Government agency affected;
 - (b) Representatives of the Company;
 - (c) Witnesses; and
 - (d) Any other persons with the consent of the Company and the DTMO.

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- (3) Any person not listed above must request permission to attend from the RP chairperson at least 72 hours prior to the convening of the RP. The chairperson has final approval authority for any request. RP deliberations shall be closed to all, other than the RP voting and advisory members.

e. RP Determination.

- (1) If the Company fails to respond to the notification letter within fourteen (14) days after receipt or any approved extension, the RP will make a decision on the information available to the board when it convenes.
- (2) If the Company presents information within the prescribed time period, the determination of whether to disqualify or place the Company or its participating locations in non-use, suspension, or disqualification status will be made at the conclusion of the RP proceedings, unless the evidence presented requires further consideration or investigation, in which case the Company will be informed of when to expect a determination. However, if the Company's response to the notification letter provides information sufficient to eliminate the basis for the RP, the chairperson may cancel the RP.
- (3) The RP will consider relevant information, which may include, but is not limited to the following:
 - (a) The allegations giving rise to the convening of the RP;
 - (b) Investigative reports provided by such entities as the police, safety officials, or any law enforcement or similar agency;
 - (c) Company's written and oral presentation(s);
 - (d) Company's past performance under this or predecessor Agreements governing the U.S. Car Rental Program;
 - (e) Special services provided by the Company which may be unavailable elsewhere;
 - (f) Company's responsiveness to the DTMO's concerns, and corrective action taken by the Company to preclude similar incidents of poor performance from recurring, including appropriate disciplinary action against responsible individuals;

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- (g) Whether the Company has had adequate time to eliminate the circumstances within the Company's organization that led to the convening of the RP; and
 - (h) The financial condition of the Company and the economic impact of the non-use, suspension, or disqualification.
- f. After consideration of all relevant factors:
- (1) The RP must first decide whether the allegation(s) cited are supported by a preponderance of the evidence. The RP shall vote on each allegation listed in the notification letter.
 - (2) If the RP finds that none of the allegations cited in the notification letter are supported by a preponderance of the evidence, the proceedings will terminate with no further action taken. If the RP finds that any allegation in the notification letter is supported by a preponderance of the evidence, the RP will decide whether to:
 - (a) allow the Company to continue participating in the U.S. Government Rental Car Agreement with or without conditions being imposed to ensure the Company's compliance with the Company's qualification and performance requirements;
 - (b) place a Company's location(s) in a non-use status until such time as the DTMO is satisfied that the deficiencies leading to this action have been corrected;
 - (c) suspend the Company for a designated period of time; or
 - (d) impose a disqualification on the Company from participating in this Agreement
 - (3) When the RP imposes suspension or disqualification, it may defer for a stated period of time the execution of all or any part of the suspension or disqualification period. This suspension gives the Company a probationary period during which the Company can demonstrate the cited deficiencies have been corrected and is able to satisfactorily provide services under this Agreement. Additional instances of failure to perform or unsatisfactory service during this probationary period and instances of failure to perform or unsatisfactory performance occurring before the RP but thereafter discovered during the probationary period, may provide a basis for reinstating the original suspension or disqualification. Except when circumstances require otherwise, the

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Company will be given seven (7) calendar days to respond to the intention to reinstate the original suspension or disqualification. Notice of reinstatement will be sent by certified mail, express carrier, or similar means with receipt verification. Upon notification, the entire period of a suspended disqualification or suspension will become effective. In addition, incidents causing the reinstatement may also give rise to a new basis for a separate RP and additional non-use, suspension or disqualification actions.

4. RP NOTIFICATION OF NON-USE, SUSPENSION, OR DISQUALIFICATION

DETERMINATION. The DTMO will notify the Company in a timely manner, normally within fifteen (15) calendar days of the RP of the RP decision by certified mail, express air carrier, or similar means with receipt verification. The notice will specify the reasons for the RP decision and will specifically describe the period and extent of non-use, suspension, or disqualification, if any.

5. PERIOD OF SUSPENSION OR DISQUALIFICATION.

- a. A period of suspension or disqualification will begin on the date specified by the RP and will end at midnight Eastern time on the last day of the period, unless the Company is reinstated sooner.
- b. A Company suspended or disqualified for six (6) months or more is required to re-qualify for reinstatement in the program.

6. APPEAL OF DETERMINATION.

- a. Companies may appeal an RP decision within fifteen (15) calendar days from the date of receipt of the RP decision letter. The decision(s) of the RP will be effective while the appeal is pending, except when the appellate authority grants the Company's written request to stay a decision.
- b. An appeal will be sent to the Director, Defense Travel Management Office, 4601 North Fairfax Drive, Suite 170, Arlington, VA 22203-1546. Appeals will be independently reviewed by personnel appointed by the Director, DTMO, or his/her designee who have not been involved in the initial RP decision.
- c. The appeal will fully document the reasons for requesting relief which may include the submission of new material or a bona fide change of company management. The non-use, suspension, or disqualification period may be terminated, suspended, or reduced upon presentation of evidence that the causes and conditions resulting in the initial non-use, suspension, or disqualification have been eliminated or corrected, or upon the execution of an agreement with the

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Company outlining the terms and conditions upon which the original RP decision is being modified.

- d. A determination by the Director, DTMO, or his/her designee, to grant or deny an appeal will be considered final. The Company will be promptly notified in writing of the determination.

7. NOTICE TO DOD, OTHER GOVERNMENT AGENCIES, AND THE PUBLIC.

The RP chairperson will notify Federal Government travel managers and travel service providers of any determination to suspend, disqualify, or place a Company or its participating locations in an immediate non-use status, or to reinstate a Company. Action taken against a Company may be published over the internet via the DTMO's home page.