

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to complete blocks 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF	
2. CONTRACT NO. AG-04R3-B-09-6998	3. AWARD/EFFECTIVE DATE 6/30/2009	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Gary Dillavou	b. TELEPHONE (No Collect Calls) (541) 278-3841		8. OFFER DUE DATE/ LOCAL TIME 4:30 PM	
9. ISSUED BY (MAIL OFFERS TO) USDA FOREST SERVICE UMATILLA NATIONAL FOREST 2517 SW HAILEY AVE PENDLETON, OR 97801		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE. ___% FOR <input checked="" type="checkbox"/> SMALL BUSINESS, <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SOLE SOURCE NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED. <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO:		CODE	16. ADMINISTERED BY Same as Block 9		CODE	
17a. CONTRACTOR/OFFEROR ENTERPRISE RENT-A-CAR COMPANY of Oregon, it's successors and/or assings 20400 SW TETON TUALATIN, OR 97062	CAGE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE ATTACHED SUPPLEMENTAL PROVISIONS <u>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK</u> <u>IS CHECKED: <input type="checkbox"/> SEE ADDENDA</u>			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THE EFFECTIVE PERIOD IS 6/30/2009 TO 6/29/2010 SEE ATTACHED SCHEDULE, THE FOLLOWING ARE INCLUDED BY REFERENCE: A. GENERAL AND PACIFIC NORTHWEST INTERAGENCY SUPPLEMENTAL GENERAL PROVISIONS – ATTACHED AND APPLICABLE TO THIS AGREEMENT. B. WAGE DETERMINATION #1995-0221 REVISION 21 DATED 03/30/09 – ATTACHED AND APPLICABLE TO THIS AGREEMENT.					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 AND ADDENDA <input checked="" 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 AND ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION (BLOCK 5), DATED (BLOCK 30c) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR /s/ Sabrina Rokovitz /s/			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /s/ Gary Dillavou /s/			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) SABRINA ROKOVITZ GROUP VICE PRESIDENT AND GENERAL MANAGER		30c. DATE SIGNED July 9, 2009	31b. NAME OF CONTRACTING OFFICER GARY DILLAVOU CONTRACTING OFFICER		31c. DATE SIGNED July 9, 2009	

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	<p>This I-BPA is for rentals picked up from, or delivered by the Oregon Operating Group of Enterprise Rent-A-Car.</p> <p>Oregon Operating Group includes the State of Oregon EXCEPT Hermiston and Pendleton. Oregon Operating Group INCLUDES SW Washington; Vancouver and Longview.</p> <p>Umatilla National Forest (Hermiston and Pendleton) use the Washington I-BPA. Gifford Pinchot National Forest (Vancouver and Longview) use the Oregon I-BPA.</p> <p>SEE ATTACHED TERMS AND CONDITIONS.</p>				

USDA, Forest Service, Region 6 (Oregon Only)
Incident Blanket Purchase Agreement

TERMS AND CONDITIONS

	<u>DAILY RATE</u>	<u>VEHICLE TYPE</u>
CCAR – Compact Car	\$47.00	Escort, Echo
SCAR – Standard Car	\$49.00	Grand Am, Malibu
FCAR – Full Size Car	\$55.00	Galant, Taurus
SFAR – Small SUV 4X4	\$74.00	Explorer, Trailblazer
SPAR – Small Truck 4X4	\$74.00	Dakota, Colorado
PPAR – Full Size Truck 4X4	\$84.00	Ram, Silverado
MVAR – Mini Van	\$74.00	Grand Caravan, Montana
FFAR – Large SUV 4X4	\$105.00	Durango, Suburban, Tahoe
XVAR – Cargo Van	\$63.00	Ford, Chevy
SVAR – 12 Pass Van	\$119.00	Ford, Chevy

ACCOUNT NUMBER: FGY4603

Enterprise Rent-A-Car will be referred to as “Enterprise” throughout this document.

SPECIAL PROVISIONS: This agreement has been established for use within Oregon State and includes Gifford Pinchot National Forest (Umatilla National Forest will use Washington I-BPA).

ORDERING: A copy of the Resource Order, which includes the Incident/Fire Name and Number, Government Point of Contact (i.e. Individual, Ground Support Unit Leader, Host Unit, local Forest Dispatch Office or Buying Team) and phone number shall be provided to Enterprise for each vehicle ordered. The Resource Order Number and Incident/Fire Name shall be on the vehicle’s original commercial rental agreement as well as the Vehicle Identification Number (VIN). **Enterprise’s Commercial Rental Agreement Form along with a copy of the Resource Order shall remain in the jockey box of the vehicle at all times.**

If the vehicle is reassigned to a different/new incident the Government shall put a copy of the new incident Resource Order in the jockey box, along with the existing documentation.

GOVERNMENTS RESPONSIBILITIES AND PAYMENT PROCEDURES: The Government will track rental vehicles exactly the same as all other contract resources assigned to an incident. When the vehicle arrives at an incident a pre-use inspection shall be done and prior to demobilization a post-use inspection shall be done. Daily shift tickets will be prepared and turned into finance daily. Finance will prepare an Optional Form 286 Emergency Equipment – Use Invoice (OF-286), which will be used for payment processing (see below for “Detail Fee” instructions). The OF-286 shall be faxed to Enterprise for review and signature prior to processing the payment package (See Contact and Fax Number Below). The I-BPA payment package shall be completed by the government and sent to the appropriate payment center (see payment office below) in accordance with the paying agency guidelines upon demobilizing from an incident or when reassigning the vehicle to a different/new incident. The government shall assign a new Resource Order and put a copy in the jockey box in accordance with the Ordering Section above.

DELIVERY AND PICKUP: The government is responsible for arranging delivery and return of vehicles rented for an incident as well as the pre-use and post-use inspections. Enterprise **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 contacting (503) 352-1379. Enterprise will make the determination if they have the available resources to deliver and/or pick up vehicle(s). A delivery fee of \$10.00 + \$0.45 per mile, per vehicle from point of hire to incident (drop off) location applies only if Enterprise delivers vehicle(s) and shall be added to the invoice (OF-286). The same applies if Enterprise picks up the vehicle(s) upon demobilization from the incident. The government will give Enterprise a reasonable amount of time to deliver or pick up the vehicles once ordered or upon demobilization if Enterprise has the personnel available to facilitate delivery and pick up. The government will attempt to have the vehicle(s) cleaned for inspection purposes prior to demobilization from an incident, however this may not be possible in all cases.

OTHER: Enterprise shall be notified to determine if a drop-off fee is applicable if the vehicle is returned to other than the same location where the vehicle was rented or outside the Enterprise’s local zone area. In order for Incident Management Team (IMT) member(s) to take a vehicle out of area, their resource orders must allow for rental of a vehicle.

The IMT member renting the vehicle shall be solely responsible for the return of the vehicle and to ensure processing of the final payment package is sent to the appropriate payment office. In most cases the IMT member should work with the finance section at the incident or host forest to facilitate the creation of the OF-286 by estimating the return travel and have the invoice completed and sent to the finance center by the team or host forest.

DAMAGES: Damages will be noted and a claim will be submitted by Enterprise to the appropriate IMT Procurement Unit Leader or host Forest/Agency Contracting Officer. The Government shall be responsible for damage that occurs to the vehicles outside of what is covered in the clauses of this I-BPA for vehicles rented 10 days or less. There will be an administrative fee (not to exceed \$150.00) for each property damage claim prepared and submitted by Enterprise. Vehicles rented for more than a 10-day period (e.g. starting on the 11th day of rental charges), Enterprise will include a \$300 property damage deductible (e.g. if the property damage claim is less than \$300, Enterprise will not subrogate (file a claim)) for the damages to the vehicle. Once the damages top \$300, Enterprise will subrogate for the full repair cost including the administrative fee.

TIRES: Damage to tires (not caused by defect) will be covered by the Government.

MILEAGE: The daily rental rate includes mileage.

TAXES/SURCHARGES: Government is responsible for all taxes, surcharges and Airport Concession Fees. In most cases only those vehicles rented at certain airports will be subject to taxes and fees; however there may be some locations other than airports that by law require taxes and fees to be charged. There is not any standard percentage that is applicable and therefore it is not possible to determine the total amount of taxes owed until the vehicle is ready to be returned. When taxes are applicable Enterprise will provide the amount of taxes owed by vehicle when signing and returning the OF-286 (invoice). The taxes will then be added to the OF-286 prior sending in for payment.

FUEL: Enterprise is responsible to provide at least a half tank of gas per vehicle when picked up from an Enterprise location. The government is not required to return the vehicle(s) with a full tank of gas, or to the level when initially rented. The Government is required to ensure the vehicle has enough fuel to allow for return of the vehicle to point of hire.

DETAIL/CLEANING FEE: There is a detail fee of \$100 per vehicle per incident. This shall be added to the OF-286.

ENTERPRISE CONTACT: For reservations or general questions, please call 503-352-1379.

ENTERPRISE CONTACT NUMBERS TO GET OF-286 SIGNED:

Contact: Stephanie Bell
Fax Number: 503-467-5547
Office Number: 503-612-8109

PAYMENT OFFICE BY AGENCY:

Forest Service 1-877-372-7248 (Option 1)
Incident Payment Center
101B Sun Avenue NE
Albuquerque NM 87105

Bureau of Land Management 303-236-7117
National Business Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop BC-620

National Park Service 703-487-9310
Attn: Debbie Townsend
13461 Sunrise Valley Dr
Herndon, VA 20171