STATEWIDE VEHICLE RENTALS

NON-MANDATORY FOR STATE AGENCIES

NON-MANDATORY FOR POLITICAL SUBDIVISIONS

Term: July 1, 2016 through June 30, 2017. This is the final term for this contract.

CONTRACT INTENT: This ITB is intended to result in one non-mandatory use contract to provide unlimited mileage/use vehicle rentals statewide with minimum locations in the Juneau, Fairbanks, and Anchorage areas on an as needed basis. Vehicles are intended for pickup, use, and return to the original pickup point. Contracts shall be considered non-mandatory for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and State of Alaska political subdivisions – cities, boroughs and school districts.

To utilize the contract, the Executive Branch Agencies must use either the online booking tools or the Managed Travel Contractor (USTravel) who will make the reservations. Other branches of State government and political subdivisions may use the following to contact Budget Rent A Car:

<table>
<thead>
<tr>
<th>Location</th>
<th>Vendor</th>
<th>Website</th>
<th>Contract Number</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anchorage, Fairbanks, and Juneau</td>
<td>Budget Rent A Car</td>
<td>budgetalaskaonline.com</td>
<td>2012-9900-0732</td>
<td>1-800-248-0150 or 1-907-243-0150</td>
</tr>
</tbody>
</table>

Pricing for contract 2012-9900-0732 automobile rental services is a fixed price based on vehicle class as defined below:

<table>
<thead>
<tr>
<th>Sedans</th>
<th>SUV</th>
<th>Van</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact</td>
<td>$23.54</td>
<td></td>
</tr>
<tr>
<td>Standard/Mid-Size</td>
<td>$27.95</td>
<td></td>
</tr>
<tr>
<td>Full Size</td>
<td>$29.89</td>
<td></td>
</tr>
<tr>
<td>Premium</td>
<td>$52.88</td>
<td></td>
</tr>
<tr>
<td>5 Passenger</td>
<td>$41.99</td>
<td></td>
</tr>
<tr>
<td>7-8 Passenger</td>
<td>$75.95</td>
<td></td>
</tr>
<tr>
<td>Mini Van</td>
<td>$35.99</td>
<td></td>
</tr>
</tbody>
</table>

From October 1, through March 31, in the Anchorage market only, the following rates apply?

<table>
<thead>
<tr>
<th>Sedans</th>
<th>SUV</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact</td>
<td>$21.00</td>
<td></td>
</tr>
<tr>
<td>Standard/Mid-Size</td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>Full Size</td>
<td>$26.00</td>
<td></td>
</tr>
</tbody>
</table>

Anchorage car rentals are subject to an additional combined Customer Facility Charge (CFC) and Facility Maintenance Charge) FMC) fee of $7.00 per transaction day:

<table>
<thead>
<tr>
<th>Other Charges</th>
<th>Not To Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Loss of Use Fee</td>
<td>$100</td>
</tr>
<tr>
<td>GPS Rental</td>
<td>$25</td>
</tr>
<tr>
<td>Key Replacement Fee</td>
<td>$400</td>
</tr>
<tr>
<td>Other Charges</td>
<td></td>
</tr>
<tr>
<td>Refueling Fee*</td>
<td>$25</td>
</tr>
<tr>
<td>Smoking Damage/Cleaning</td>
<td>$150</td>
</tr>
<tr>
<td>Tire Chains</td>
<td>$200</td>
</tr>
</tbody>
</table>

* At the termination of the rental, the traveler must return the vehicle with the fuel tank filled to the initial rental level within four miles of contractor’s location. If the traveler does not return the vehicle with the fuel tank filled to the initial rental level, contractor may invoice traveler for the missing fuel at the average retail cost of fuel for the market at the return location. A nominal refueling fee can be charged if the refill exceeds one gallon.
RESERVATIONS

All travelers, who are 18 years of age or older and are legally licensed and qualified to operate a vehicle in the State of Alaska, may rent a vehicle.

Customers should contract for vehicle rental in the most efficient and cost-effective manner resulting in the best value to the customer. Customers and travelers are encouraged to use the Budget offering the lowest price vehicle rental choice under the contract.

Budget shall also allow under the same terms and conditions of this contract more than one traveler to drive a rental vehicle including another customer employee traveling with the traveler.

All Executive Branch state travelers must comply with the Department of Administration – Division of Finance’s AAM 60.120 when renting vehicles:

- All reservations by E-Travel
- Mid-size or smaller size
- Upgradeable if specific reasons are met
- Responsible for refueling prior to returning

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• Must be returned if traveler is taking any personal deviation.

Non-state employees may use the statewide vehicle rental contract if all the following conditions are met:

• The individual is traveling on official Executive Branch state business;
• The state is financially responsible for any fees associated with the vehicle rental; and
• All reservation are made through E-Travel

Budget shall accept reservations made at least 24 hours in advance on local rentals and seven calendar days in advance for mini-vans, large SUV’s and 12-passenger vans. Executive Branch travelers must make reservations with the Budget through the E-Travel Office. If Executive Branch travelers are already in transit, they may make reservations directly with the Budget via the Internet or telephone.

Other branches of state government and political sub-division customers may make reservations directly with the Budget via the Internet, telephone or through a travel agency other than the E-Travel Office, whether prior to travel or while in transit. Whenever possible, the customer or traveler will advise Budget a minimum of eight hours in advance of any change of travel plans necessitating rental vehicle cancellation, early arrival, or delayed pickup, however, in no situation shall the state, customer or traveler be liable for payment of "no shows." Customers and travelers will cancel reservations in the same manner they were made when possible.

Reservation Systems/Options: Budget shall make available its rates under this contract on all major Global Distribution Systems (GDS). Contactors shall maintain a toll free 24 hours per day reservation phone number where Budget's agents have access to the rates under this contract. Budget shall also accept reservations at branch locations via walk-in or local telephone number. Budget personnel at all Budget locations must have access to the rates and terms and conditions contained in this contract.

The traveler may return a rental vehicle at any time before the end of the anticipated reservation period at no additional cost to the customer or the traveler. The customer or the traveler shall only be charged for the rental period used and in accordance with COMPUTING CHARGES.

Short Notice Reservations: Budget shall not charge additional fees for short notice reservations.

Vehicle Demand: Budget shall attempt to meet 100% of customer's or traveler's requests and shall meet 100% of confirmed reservations when 24 hours notice is given.

If a reserved vehicle is not available at the time of pickup by the traveler, Budget may substitute a vehicle of similar or greater quality at no additional cost. Budget shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price. If Budget chooses not to offer a substitute, or no vehicles are available, travelers may select a Budget from the WSCA Nationwide Vehicle Rental contract to rent an identical class vehicle.

Additional Equipment: The following additional equipment is required:

• Body or bumper jack with handle and stand;
• Wheel lug nut wrench;
• One spare wheel and tire. Spare wheel and tire provided shall be the type provided by the vehicle manufacturer, for the specific type of vehicle;
• In the winter months, studded snow tires on drive wheels or All Season Radial M/S tires on all wheels shall be required, the vehicle shall be equipped with a window scraper, and engine block heaters in extreme cold regions;
• Matching Highway tread on all tires with the exception of studded snow tires if used in the winter months; and
• Interior and exterior adjustable rear view mirrors.

Equipment and features other than those shown are acceptable but not required. The customer or traveler shall not be liable for charges for any accessories, equipment or attachments.

Handicapped Equipment: Budget must offer handicapped controls on vehicles rented on this contract. Budget must be able to provide two-door vehicles if requested for the purposes of handicapped access. Vehicles will be requested in
advance and must be equipped and ready for use at the time of rental. No additional wait time is allowed to install the equipment after the time of rental if the rental was confirmed in advance. Budget shall make arrangements to deliver the vehicle to the traveler as close to the rental area as possible.

**Child Restraint Seats:** Budget shall provide child restraint seats as needed, at no additional costs to the customer or traveler. An adequate supply of seats shall be made available by Budget to insure the traveler receives a seat(s) when the vehicle is received. Reservations for all child restraint seats shall be made at the same time the vehicle reservation is placed. All child restraint seats must meet or exceed the latest Federal Motor Vehicle Safety Standard for Child Restraint Seats.

**Fuels:** At the initiation of each rental, the vehicle shall be provided with a full tank of fuel. The traveler will provide any additional fuel as necessary during the rental period.

**Maintenance and Operating Expenses:** The only operating expense customer and traveler will be responsible for is fuel. All other maintenance and operating expenses (including insurance) are the responsibility of Budget. Budget shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws. Budget shall furnish all maintenance, repairs, lubricants, servicing, licenses, registration fees and any other operational expenses at no cost to the customer or the traveler.

The customer or traveler shall not be responsible for any costs associated with a vehicle breakdown, including, but not limited to, the cost of flat tires, towing, or maintenance. In the event of a flat tire or other vehicle breakdown, the customer or traveler is responsible for notifying the Budget who shall provide a replacement vehicle for the duration of the rental period at no additional cost.

**Mechanical Condition:** All vehicles provided shall be clean and maintained in a safe and satisfactory operating condition. The following requirements must be met on any vehicle offered for rental under this ITB:

- Body work free from obvious damage
- All glass free from cracks or major chips; no cracks or chips shall be allowed within the driver’s line of vision
- Steering system in proper working order
- Shock absorbers/struts in proper working order
- A minimum of 1/4” tread remaining on the face of all tires, including the spare tire
- All parking, turn signal, headlight and emergency flasher light in proper working order
- Motor, drive train, fuel system, ignition system, electrical system, cooling system and interior heating system in proper working order
- Exhaust system muffled and leak-free
- All vehicles must comply with all applicable Alaska Statutes

**Vehicle Downtime:** If in the traveler’s judgment, a vehicle becomes substantially impaired or unsafe to operate while in possession of traveler, Budget shall immediately replace the vehicle upon notification by traveler, at no extra charge. Budget shall deliver the replacement vehicle to a location determined by traveler. Budget shall be responsible for all repairs and towing of vehicle.

**Repossessing the Car:** Budget can repossess the vehicle if it is reported to be illegally parked, being used to violate the law or the terms of this contract, or it is reported by local law enforcement to be abandoned. Budget can also repossess anytime it discovers that a misrepresentation was made to obtain the vehicle. Budget shall first notify the traveler, customer, or contract administrator to attempt to resolve any issues in advance of any Budget action to repossess the vehicle.

**Accidents:** Customer shall require traveler to promptly notify Budget of all accidents involving any rental vehicle traveler has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Budget may examine the vehicle and such other information as may be known by traveler, and promptly advise Budget of all correspondence, papers, notices and documents delivered to traveler in connection with any claim or demand involving or relating to any vehicle or its operation. Customer and traveler shall reasonably cooperate with Budget in the investigation of all such claims and demands and in the recovery of damages from liable third persons.
**PICKUP, DELIVERY AND RETURN OF VEHICLES**

**Locations:** Budget shall be required to operate their business location inside the airport terminal building. All reserved vehicles shall be made available to travelers at the airport terminal. Travelers shall not be transported to a secondary location to complete the delivery arrangements. The in-terminal counters will be in a permanent structure, well-lit, clean, properly maintained and clearly identified as the vehicle rental Budget with whom the reservation was made. Locations serving major airports must remain open to meet the standard of 90% of all incoming flights.

The delivery of the rental vehicle shall be accomplished to coincide with the scheduled arrival of the traveler. It shall be the responsibility of the Budget to obtain the latest estimated time of arrival information so that delays are considered and planned for to ensure that the reserved vehicle is available as requested.

Budget will not be required to hold a reserved vehicle for a traveler for more than three (3) hours past the scheduled pick up time, unless the cause of the delay is due to a delayed flight arrival. It is the responsibility of the Budget to be aware of any flight delays and hold all reservations three (3) hours after the delayed arrival.

Budget must routinely conclude the transaction arrangements for delivery of a vehicle within 15 minutes of the traveler’s arrival at Budget’s reservation counter. However, on some flights there will be a large number of travelers arriving at the reservation facility/counter with vehicle reservations. It is the responsibility of the Budget to identify those flights and make every effort (including providing the appropriate staffing levels) to meet the 15-minute limit requirement but shall not exceed 20 minutes. If a traveler has not been served within 20 minutes, the traveler may contact a WSCA Nationwide Vehicle Rental Budget to rent an identical class vehicle and the Budget shall be responsible for all costs greater than the contract rate. Failure by Budget to routinely conclude transaction within 15 minutes or repeated failure to meet the 20-minute limit requirement will be considered by the state as grounds for default.

Budget may request traveler to sign Budget’s Standard Rental Form solely to document the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable contract rates and the computation and method of payment of charges. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Budget will also provide the traveler with accident, repair, and vehicle return instructions. Upon request, Budget shall provide to traveler a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

Budget will advise the traveler of the location at the terminal where the vehicle is to be returned. It shall be the responsibility of Budget or their designee to receive the vehicle, at the hour indicated by the traveler. Vehicle returns shall be made at the airport terminal area. Travelers shall not be required to return a rental vehicle to a secondary location.

The customer may waive the requirement for vehicle pickup and return locations during periods of airport construction or like situations and only with written approval from the contract administrator.

Budget shall establish an optional express return system, where the traveler will not be required to wait in a line to conclude the rental transaction. It is anticipated that this system will involve some sort of contract and key drop off and the customer or the traveler will be billed for the rental according to the information on the original rental agreement.

**RATE COMPOSITION**

**Invoices:** Invoices must be sent directly to the ordering agency’s address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

**Payment:** Payment will be made with the traveler’s state charge card (One Card), Card-Not Present Account (Ghost Account), traveler’s personal credit card, general warrant, field warrant, traveler’s transportation request, or other method agreed upon between the Budget and the customer. No additional fee shall be charged for any payment method used by the customer.

If a traveler is not a state charge card holder, a State Charge Card Authorization form will be faxed to the Budget prior to vehicle pick-up. Any time this form is not sent prior to arrival, Budget may contact USTravel and an authorization will be sent immediately as long as the booking was made through the E-Travel Office. Budget must provide one secure location to receive faxes for all forms. Budget will destroy form and will not store any copies or retain any billing information.

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All invoices must contain the information relating to: vehicle year, make, model and classification of vehicle, a copy of the Budget’s rental agreement form, and any refueling receipt. Failure by the Budget to provide all the required information may result in delay of payment at no fault to the customer.

**Computing Charges**: Rate includes all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage. Rates under this contract are not subject to blackout dates and do not require a minimum rental period. Besides the CFC/FMC charges (as noted on the cover page), no additional charges for airport tax, drop-off fee, or any other fee or tax shall be billed to the customer or the traveler.

Rates listed are base rates. They are exclusive of fuel for re-fueling, optional services or features purchased by the traveler, or any airport concession fees. Budget shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate.

Budget will use the combination of rental periods or rates that produce the lowest charge to the customer. The charge for the initial 24 hour period will be at the daily rate. An hourly rate will be applied to periods in excess of 60 minutes over the daily rate until the daily rate is attained. The hourly rate shall be calculated at 1/3 the cost of the daily rate per hour.

Budget shall extend a grace period of no less than 30 minutes before accessing any late fees in the form of additional hourly rates.

If Budget substitutes a vehicle having a higher rental rate than the class of vehicle originally reserved and that substitution is acceptable to the traveler, the charges shall be for the class of vehicle originally reserved.

**Investigative Assistance**: Budget shall assist any investigative unit of customer concerning alleged wrongdoing or suspected fraud or abuse by any travelers or those entities doing business with the Budget. Reciprocal assistance from the customer with regard to investigations shall be provided to Budget.

**TRAVELER RESPONSIBILITIES**

**Proper Use of the Vehicle**: Vehicles under this contract are intended for pickup, use and return to the original pickup point. Vehicles under this contract are not intended for use on non-paved roads such as the Haul Road to the North Slope or other similar roads. Infrequent use on non-paved streets is expected. **Traveler agrees the rental vehicle will not be used:**

- by a driver who is under the influence of alcohol or any prohibited drugs;
- for any illegal purpose;
- to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement;
- to carry passengers or property for hire;
- in a test, race or contest;
- by an unlicensed driver;
- by a person other than an authorized traveler(s) with the minimum driver requirements;
- outside of the United States except where such use is specifically authorized by the contract;
- by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws;
- by a driver who is under 18 years of age;
- by a driver or occupant who is smoking;
- by a driver who obtained the vehicle through fraud or misrepresentation;
- by a driver who intentionally caused the damage to or loss of the vehicle; or
- in a live artillery fire exercises, or used in training or tactical maneuvers.

All parking tickets/citations, moving traffic violations/citations, lost keys, refueling fees, and smoking damage/cleaning fees shall be the responsibility of the traveler. Travelers will not leave the keys in the vehicle while unattended. If vehicle is stolen, the traveler must be able to produce the keys.

**Property in the Vehicle**: Budget is not responsible for loss of or damage to any traveler personal property in or on the vehicle, in any service vehicle, on Budget’s premises, or received or handled by Budget.

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