

U.S. Government Rental Car Agreement #5



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1 Purpose

This Agreement, administered by the Defense Travel Management Office (DTMO), governs the rental of vehicles by Government travelers for official travel.

The rental car company, hereinafter referred to as the “Company,” (including all affiliates, franchises, or licensees as identified by the company, which also returns rates under Government rate codes in a global distribution system (GDS) (See Section 5, “Global Distribution System Display”) signing this Agreement, agrees that the terms and conditions set forth herein take precedence over the provisions of any Company document a traveler may sign when renting a vehicle. Terms or conditions that are not addressed in this Agreement may not be imposed on a traveler or the United States Government without prior notice to and written concurrence from DTMO.

This Agreement is not intended to be used in conjunction with any other commercial, special, promotional Government, affinity, or discounted rental vehicle programs.

2 Applicability

For purposes of this Agreement, a Government traveler is a uniformed Service member, a civilian employee of the Federal Government, a person with an invitational travel authorization at the request of the Government (under 5 U.S.C. §5703 or other law), North Atlantic Treaty Organization (NATO) members of the force traveling under U.S. Government travel orders, or an employee of the United States Postal Service who is in an official travel status and who has been authorized by the Government to rent a vehicle for Government business purposes and rents in accordance with the Reservations Procedures as defined below (see Section 15, “Reservation Procedures” and Section 16, “Authorized Drivers”).

This Agreement applies when a traveler or an representative acting on a traveler’s behalf makes a reservation for a rental vehicle through an approved booking channel (see Section 15, “Reservation Procedures”) and the Government base rate is quoted with a Government corporate discount (CD) number.

This Agreement does not apply to the use of a rental vehicle outside the scope of Federal employment by a traveler or authorized driver (see Section 16, “Authorized Drivers”). Scope of employment is a legal term that is often defined by the applicable local law and is determined by the renter’s department, agency, or component (see Section 24, “Prohibited Charges to Government Travel Charge Card or Personal Credit Card”).

3 Company Participation Requirements

To participate in this Agreement, a Company must meet the following requirements:

- a. Provide sufficient documented proof of a minimum of 1 year in operation as a rental car Company.
- b. Accept Government maximum rates in accordance with Section 4, “Rates.”
- c. Provide the two-letter Company code the Company uses in GDS (see Section 5, “Global Distribution System Display”).
- d. Provide an Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance form reflecting proof of insurance coverage (see Section 20.1, “Insurance Requirements”). If a Company intends to self-insure against loss and liability under this Agreement, the Company must request the ability to self-insure, provide proof to DTMO of the Company’s ability to self-insure, and state to what limits the Company will self-insure worldwide, per accident, and beyond what

limit the Company will carry a catastrophic policy. Documentation shall be submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil.

- e. Provide proof of insurance for all Company affiliates, licensees, and franchises that intend to participate under this Agreement or certify in writing that Company insurance covers affiliates, licensees, and franchises or that the Company will indemnify any affiliates, licensees, or franchises that fail to meet the insurance requirements in Section 20.1, "Insurance Requirements". Documentation shall be submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil.
- f. Provide a list of all participating locations in accordance with the instructions in Appendix D.9, "Participating Locations."
- g. Offer, at a minimum, compact, intermediate, full-size, and sport utility vehicles (SUVs) at Government rates.
- h. Provide a list of all vehicle classification codes the Company offers under this agreement in accordance with the instructions in Appendix D.8, "Vehicle Classification Codes."
- i. Provide a customer service number and designated point of contact for a quality-control representative (see Appendix C, "Company Points of Contact").
- j. Provide a list of CD numbers associated with each Federal department, agency, and component designated by DTMO that the Company must use to identify and track Government business in accordance with the instructions in Appendix D.6, "Federal Department, Agency, and Component Corporate Discount (CD) Numbers."
- k. Comply with Fiscal Year 2019 National Defense Authorization Act Section 889
 - a. Company must have a completed and active registration in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>. Annual verification is required.
 - b. Company must complete and sign FY19 NDAA Section 889 Representation Form.
- l. Sign U.S. Government Rental Car Agreement signature page.

If a Company that wishes to participate in this agreement is a small business, DTMO requests that that company submit documentation self-certifying itself as a small business.

4 Rates

4.1 Government Rate

The Government rate is the base rate designated by a rental car company as the official rate for U.S. Federal Government travelers. Government rates are not subject to blackout dates, do not require advance reservations, a minimum rental period, must be offered without penalty restrictions, and, apart from one-way rentals, must include unlimited mileage. Additionally, if a Company participating location has an unreserved vehicle available at a retail rate, the Company location must make it available for rent to a U.S. Federal Government traveler at the published Government rate.

4.2 Base Rate

The base rate is the cost of the rental. The Company must quote daily, weekly, and monthly base rates in local currency amounts. The base rate may include the high-cost area mark-up in accordance with Section 4.3, "Maximum Rates."

The base rate may not include any of the additional charges fees, and surcharges outlined in Section 4.4, “Additional Charges, Fees, and Surcharges.”

4.3 Maximum Rates

Maximum rates will be established by the DTMO and published annually. For CONUS, there will be one maximum rate for each car class for locations within CONUS except for high-cost areas also determined by the DTMO. For OCONUS, there will be one maximum rate per car class, by country. All maximum rates will be published in local currency. The maximum rate is the highest base rate a company may charge for a particular type of vehicle in a particular location. Once maximum rates are published, a Company may not charge more than the maximum rate at any time for any reason unless approved by the DTMO.

A weekly rate may not exceed six times the daily maximum rate. A monthly rate may not exceed four times the weekly maximum rate.

High-cost areas will be established by the DTMO and published annually. High-cost area maximum rates will be inclusive of the percentage mark-up determined by the DTMO. High-cost areas will be identified by city name, applicable airport, and county. Once the high-cost area maximum rates are published, a Company may not charge more than the maximum rate at any time for any reason unless approved by the DTMO.

All maximum rates shall be evaluated on an annual basis. DTMO will notify companies in writing on an annual basis regarding changes to maximum rates and maximum rates will be posted on the DTMO webpage. Under certain circumstances, maximum rates may be increased prior to the one-year expiration. Companies may submit requests for maximum rate increases to include sufficient substantiating documentation/data, which will be reviewed and are subject to DTMO approval.

To submit a request for maximum rates increase for approval, send documentation/data to dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. DTMO will approve or decline the request within 30 days of DTMO’s electronic acknowledgment of receipt of the proposed maximum rates. If DTMO approves a company’s proposed maximum rates, DTMO will re-publish the maximum rates, notify all companies participating in the agreement, and post them on the DTMO website. If DTMO declines a company’s request, DTMO will notify the company in writing concerning the denial.

4.4 Additional Charges, Fees, and Surcharges

The Company may charge the following charges, fees, and surcharges:

- One-way mileage rate
- Delivery fee
- Collection Fee
- Drop-off charge
- Underage Drivers (18-20 years of age)
- State and local taxes
- State and local Government fees and surcharges
- Airport administrative and/or concession fees
- Vehicle license and registration fees that vary from location to location
- Fees remitted to a third party or airport authority

- Winterization fees (where local law, regulations, or otherwise requires the vehicle to be equipped with special tires to operate in wintry conditions or geographical locations)

If a traveler pays the Company with a Government travel charge card in a state where Federal individually billed accounts are exempt from state tax, then the Company may not charge the traveler state tax. In states where Federal individually billed accounts are exempt from state tax, the traveler is responsible for producing all documentation necessary to substantiate the exemption. For more information on state tax exemption <https://smartpay.gsa.gov/content/specific-state-tax-information>.

If the Company intends to charge one-way mileage rates, delivery fees, collection fees, drop-off charges, and underage driver fees (18-20 years of age), it must identify them to DTMO for approval and publication (see Appendix B, "Additional Charges and Fees").

Except as required by applicable law, no other charges, fees, or surcharges not named here may be imposed under this Agreement without the prior written consent of DTMO. Energy recovery fees or any other type of fees intended to pass high fuel or energy costs to the traveler are prohibited.

5 Global Distribution System Display

All Government rates must be accessible through GDS platforms Sabre, Worldspan, Apollo, and Amadeus and may not be higher than the approved maximum rates. The total cost available through the GDS must include only agreed-upon fees, surcharges, and taxes that must be substantiated by the Company. The cost displayed does not have to reflect additional services the traveler requests or incurs after the reservation is made, such as delivery fees, unplanned one-way mileage, or a toll transponder.

The Company must use CD number for designated Federal departments, agencies, and components outlined by DTMO. The Company will furnish these numbers to DTMO upon execution of this Agreement and will maintain the same CD number for each designated federal client department, agency, and component for the duration of this Agreement unless DTMO and the Company agree to changes in writing. Any participating location, affiliate, franchisee, or licensee identified by the Company that publishes Government rates (e.g., appearing in GDS as codes /G, /GVT, and /PG) and confirms a reservation using a Government-designated CD number will abide by all terms and conditions of this Agreement.

The Company must accurately reflect in the GDS whether the locations of their rental facilities are on-airport locations or off-airport locations. For on-airport locations the Company must indicate whether the location requires shuttle transportation to the rental vehicles.

The Company must submit its vehicle classification codes in accordance with the instructions in Appendix D.8, "Vehicle Classification Codes."

The rates reflected in GDS must be the same as what appears through a travel management service or the Government's online booking tool.

6 Rental Offices

The rental offices will be in a structure (permanent or otherwise); clean, secure, well lit, and clearly identified as the rental Company with whom the reservation was made.

7 Vehicle Condition

Rental vehicles will meet applicable national, state, and local safety standards (to include child car seats when requested by the traveler in advance). Rental vehicles must also be properly licensed, maintained, clean, properly inspected, and in good mechanical condition at the time of rental.

8 Fuel Requirements

To the greatest extent practicable, rental vehicles that use gasoline or diesel must appear to have a full tank of fuel at the time of pickup as judged by the vehicle's fuel gauge. The traveler should return their rental vehicle with the same level of fuel in the fuel tank the vehicle contained at pickup. If the traveler does not return their rental vehicle with the same level of fuel as when they received it, the traveler is subject to the company's refueling policy.

To the greatest extent practicable, fully electric vehicles must appear to have a full battery charge at the time of pickup as judged by the vehicle's charge gauge. The traveler should return their vehicle with the same level of charge the vehicle had at pickup. If the traveler does not return their rental vehicle with the same level of charge as when they received it, the traveler is subject to the company's re-charging policy.

The Company may not charge travelers refueling fees when the rental vehicle fuel tank appears to be full according to the fuel gauge and when presented by the traveler with a fuel receipt from a fueling location within a reasonable distance of the rental location. The Company may not charge travelers a refueling fee if the rental vehicle's fuel tank is less than 0.5 gallons empty.

Rental car companies may not charge travelers for pre-paid fuel or for failure to meet a minimum mileage requirement.

9 Optional Equipment, Services, and Overcharges

Company personnel may offer and charge the following services or products only if explicitly requested by the traveler:

- Toll-collection transponder
- Child car seat
- Global Positioning System (GPS)
- Roadside Assistance (services other than what is required under this agreement in Section 21, "Roadside Assistance Program")

Pursuant to Section 4, "Rates," no other charges, fees or surcharges may be imposed under this Agreement without the prior written consent of DTMO, except as required by applicable law. Moreover, the Company is strictly prohibited from selling and where capability exists, must restrict the ability to charge a traveler who reserves a vehicle under the terms of this Agreement for any services not explicitly addressed in this agreement, to include but not limited to:

- Collision Damage Waiver (CDW)
- Loss Damage Waiver (LDW)
- Liability coverage
- Late turn-in Fee (see Section 4, "Rates," and Section 19, "Rental Vehicle Drop-off Procedures")

- Underage Drivers (ages 21 and over)
- Multiple Drivers
- Personal Accident Insurance (PAI)
- Personal Effects Coverage (PEC)
- Supplemental Liability Coverage (SLC)
- Pre-paid Fuel Option

If requested by the traveler and capable of being invoiced separately and charged to a second, non-Government form of payment, the Company may sell a traveler the following products and services:

- Entertainment Systems e.g., Satellite Radio
- Frequent Flyer Miles

A Company that charges a traveler who reserves a vehicle under the terms of this agreement for any of these items must refund the traveler or Government, as applicable, the cost of these items when the Company is presented with evidence of charges for these items for a traveler who reserved under the terms of this agreement in accordance with the instructions provided in Appendix F, "Repayment of Overcharges."

10 Company Points of Contact

The Company will identify the following points of contact for DTMO in Appendix C, "Company Points of Contact."

- **Primary Company Point of Contact:** A Company employee available to the DTMO for all rental vehicle collision, loss, or damage incidents, overcharges, and service complaints or commendations.
 - **Secondary Company Point of Contact:** A Company employee at the same reporting level or junior to the Primary Company Point of Contact authorized to manage the same issues as the Primary Company Point of Contact on a day-to-day basis or in the Primary Company Point of Contact's absence. Identification of a Secondary Company Point of Contact is optional, but the Secondary Company Point of Contact may not be a retail or general customer service team.
 - **Senior Company Point of Contact:** A Company employee senior to the Primary Company Point of Contact available to DTMO for discussion of high-level concerns.
- Company Data Point of Contact:** A Company employee available to DTMO for discussion of all matters concerning data reporting laid out in Appendix D, "Rental Car Reporting." The Company Data Point of Contact will be responsible for receiving and responding to file processing reports and data validation error reports.

11 Quality Control Program

To qualify for and remain a participant of the U.S. Government Rental Car Program, companies must meet the Quality-Control Program requirements outlined in Appendix E, "Quality Control Program Requirements."

12 Reports

The Company must electronically submit a monthly report of rental activity for official Government rentals. Report layout, format, and submission instructions are found in Appendix D, "Rental Car Reporting." Information received from the Company will not be released or published outside the Government without prior

approval of the Company, unless required by applicable law (i.e., FOIA, law enforcement purposes, etc.). Failure to provide reports, feedback, or corrections pursuant to the schedule in Appendix D, "Rental Car Reporting," may result in the Company being suspended or removed from the program.

DTMO will provide quarterly trend and top-city production reports to all participating companies.

Upon request, the Company will submit to DTMO rental car contracts or rental agreements for use in validating data errors submitted by the Company. DTMO will communicate, via a Secure Communication Portal (SCP), rental contract numbers of contracts the Company must provide. The Company will submit contracts to DTMO through the SCP in accordance with the schedule in Appendix D, "Rental Car Reporting."

The Company will provide documentation for any incident identified as part of quarterly incident/claim reporting identified in Appendix D.5, "Quarterly Incident/Claim Reporting."

13 Rental Car Company Meetings

In addition to the annual GovTravels conference, DTMO will host quarterly meetings to address Government and industry issues. The Company or the Government may also request additional meetings.

14 Companies Operating in Foreign Locations

If a Company elected to participate in this agreement at locations outside of the United States and its territories, that Company must abide by the same terms as those participating within the United States. Companies will identify all foreign locations that require travelers to purchase mandatory insurance due to local laws as well as locations that require an international driver's license to rent a vehicle in the spreadsheet provided in 30D.9 D.9, "Participating Locations." For all such locations, the Company will also provide a citation of the local law with said requirement and a separate copy of the law. To the greatest extent practicable, foreign locations must have an English-speaking representative, and all rental documents must be written in or translated to the English language.

15 Reservation Procedures

A traveler must obtain a rental vehicle(s) through a travel management company (TMC) or the Government's online booking tool. In circumstances where a traveler is authorized to reserve a rental vehicle(s) but cannot access a Government travel management service and cannot get in contact with their travel management company, a traveler may reserve a rental vehicle(s) through the Company's website, counter walkup service, mobile application, or by telephone. The Company may authenticate official travel status by requesting the documents specified in Section 17, "Traveler Identification."

The Company will ensure that the traveler's Government department associated with the corporate discount (CD) number is printed on the rental agreement at the time of pickup. Indication of an official Government rate must not be coded or abbreviated in such a way that a traveler is unable to confirm that they have booked an official Government rate.

Reservation agents who receive telephone requests from an official Government traveler will quote current official Government rates subject to this agreement, and if requested verify Company locations, hours of operation, and advise travelers of vehicle pickup and drop-off locations.

A reservation booked and confirmed at a Government rate pursuant to this Agreement will be guaranteed and honored by the rental car company. Repeated Company failure to honor reservations will be grounds for placing individual locations in non-use until satisfactory remedial measures are affected.

If a traveler reserves a vehicle at non-Government rate at a participating location, the Company will change the reservation to a Government rate pursuant to this Agreement when the traveler authenticates their official travel status as described in Section 17, "Traveler Identification" and before the traveler signs the rental agreement. In such a case, the new Government rate must not be higher than the maximum rate.

Government Travel Charge Card numbers will not be required to make a reservation. The Company will provide a confirmation number at the time a reservation is made. The Company shall provide their toll-free number for reservations in Appendix C, "Company Points of Contact."

16 Authorized Drivers

The following persons, if properly licensed and 18 years or older, are authorized to operate vehicles rented under this Agreement (except 10, 12, and 15-passenger vans, where authorized operators must be 25 years or older):

- The Government traveler procuring the rental vehicle.
- Other Government travelers as defined in Section 2, "Applicability," in official travel status while acting within the scope of their duties.
- The spouse or domestic partner of an employee included on travel orders or individual provided a Government travel authorization to procure a rental vehicle.

Authorized drivers 21 years and older are covered by this agreement at no additional cost to the traveler and are not required to be listed on the Company rental documentation. If the Government traveler procuring the vehicle chooses to identify additional drivers ages 21 and over at the time of vehicle pickup, then the Company may list the additional drivers on the rental agreement. Authorized drivers ages 18-20 years may be charged and underage driver fee and must be identified as the renter or an additional driver on the rental agreement.

Company locations should be aware that, in many states, driver's licenses issued to military personnel do not expire during the entire time the individual remains in active-duty military service, and such licenses will be accepted regardless of the date of issuance or stated expiration if otherwise valid (i.e., not suspended or revoked). For driver's licenses subject to such state laws, the Company has the right to ask for a valid military-identification card if an expired driver's license is presented.

At Company expense, the Company may perform random driving-record checks. A traveler with a documented history of driving under the influence of intoxicants or prohibited drugs or a traveler who has been charged with driving on a suspended license may be refused a rental vehicle.

17 Traveler Identification

A Government employee's official travel status can be authenticated when either of the following occurs:

- a. The employee presents their travel authorization (orders) or Government Travel Charge Card while on authorized official travel.

- b. The employee's reservation was made through a Government travel management service such as DTS, ETS2, or the employee's travel management company.

A Government Travel Charge Card or a travel authorization may authenticate official travel status; however, their use alone for a rental may not always apply the terms and conditions of this Agreement unless a traveler or an representative acting on a traveler's behalf makes a reservation for a rental vehicle through an approved booking channel (see Section 15, "Reservation Procedures") and/or the Government uses a Government corporate discount (CD) number.

In the absence of a travel authorization or order, Government Travel Charge Card, or reservation through a Government travel management service, the Company may request to view Government identification from the Government traveler is picking up the vehicle as evidence of Government employment.

18 Rental Vehicle Pickup Procedures

When a traveler arrives at the rental location, the rental vehicle will be ready for pickup and, to the maximum extent possible, Company documentation shall be complete and ready for the traveler to sign. The traveler must receive a copy of the Company documentation (see also Section 1, "Purpose"). At the request of the Company, the traveler will provide a current official work mailing address, telephone number, and the traveler's employing Government department, agency, or component. The Company will ensure the Government department, agency, or component that the traveler provides is recorded to the appropriate CD number identified in Appendix D.6, "Federal Department, Agency, and Component Corporate Discount (CD) Numbers." When the traveler presents a Government Travel Charge Card as authorization of the traveler's official travel status, the cost of the rental will be charged to that card.

The Company will hold all traveler reservations for a minimum of 2 hours past the scheduled pickup time except during Force Majeure. If the traveler's reservation is associated with an arriving flight that is delayed by more than 2 hours, the Company will hold the traveler's reservation for a minimum of 2 hours past the actual flight arrival time or until the rental location closes. At city/suburban locations, if the traveler is late picking up the vehicle, the Company will provide a vehicle within 30 minutes of the traveler's arrival or until the location closes.

In cases where a Company commercial airport location does not have rental vehicles available within walking distance and shuttle service is not managed by the airport consolidated rental facility, the Company must offer shuttle service. For locations that do not offer continuous shuttle service, there must be access to a toll-free phone to call for shuttle service. Where allowed by the airport, shuttle service contact information must be clearly visible in the airport. Shuttle service must arrive within a reasonable amount of time. A rental car company may not charge travelers a fee for any shuttle service from an airport to the Company location associated with the reservation.

When the vehicle a traveler reserved is not available at the time of pickup, the Company will provide an available vehicle of equal or greater car class. If a vehicle is not available within one hour after arrival at the counter, reasonable alternate transportation (arranged by the Company and agreed upon by the traveler) will be provided to get the traveler to their destination at no cost to the traveler, and a vehicle will be delivered when one becomes available at no cost to the traveler. In either of these cases, the traveler must not pay more than the cost of the traveler's original reservation. With the traveler's consent, the Company may also offer an available vehicle of lesser car class at a reduced cost to the traveler. In all cases, the Company is responsible for

ensuring that any amendments the Company offers to fulfil the terms of the original reservation maintain the terms of this Agreement.

For a vehicle rented for longer than 30 days, the Company must inform the traveler of any Company requirement to exchange a vehicle after a certain period for any reason, such as maintenance, legal or inventory requirements. The Company must inform the traveler of any such Company requirement and must coordinate exchange with the traveler to minimize disruption to a traveler's mission. If a manufacturer's recall for the vehicle a traveler rented is announced after vehicle pickup, the Company must inform the traveler in possession of a recalled vehicle of the recall as soon as possible.

At time of pickup, Company employees will notify Government travelers of any potential service fees and the payment process associated with automated toll payment devices. Company employees will inform the traveler of the hours of operation for their location.

19 Rental Vehicle Drop-off Procedures

If a traveler returns a rental vehicle before the originally scheduled turn-in time, the company must reduce the number of days, weeks, or months the traveler is charged to match the actual rental period. New rates must not exceed the daily maximum rate (see Section 4, "Rates"). The Company may not charge an early turn-in fee.

If a traveler returns a rental vehicle after the originally scheduled turn-in time, the Company may increase the number of hours, days, weeks, or months the traveler is charged to match the actual rental period. New rates must not exceed the daily maximum rate (see Section 4, "Rates"). The Company may not charge a late turn-in fee.

Locations offering after-hours drop-off service must provide a secure lockbox for returning keys. When a vehicle is returned to a location after-hours and its keys are placed in the designated lockbox, rental charges will be stopped as of the opening time on the next business day of the return location.

20 Insurance, Damage Liability, and Billing for Damages and Citations

All reservations under this Agreement will include a Collision/Damage Waiver or Loss/Damage Waiver, and liability insurance coverage. Neither the Government nor a Government traveler will be responsible for loss or damage to the vehicle except as stated in Section 20.2, "Loss of or Damage to Vehicle."

20.1 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.

Company licensees must maintain the insurance coverages specified in the preceding paragraph (personal injury/wrongful death limits of \$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) or be covered under the parent company's insurance policy to meet or exceed these coverages. If a Company licensee does not meet the specified coverage limits, then the Company itself is responsible for providing these coverages for that franchisee location.

In states or countries that require drivers to carry proof of insurance, the Company will provide proof of insurance within the rental vehicle for a traveler's access that outlines the insurance provisions contained within this Agreement as being the responsibility of the Company.

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 other coverage that may be available to the Government, the traveler, or additional authorized drivers.

Collision/Damage or Loss/Damage Waivers and liability coverage begin at the delivery of the keys to the driver or acceptance of vehicle by the driver, whichever is first. The Company will provide proof of such insurance or self-insurance to the DTMO within 15 calendar days from the date of DTMO's counter signature and on October 1 of each year thereafter and upon written request. Proof of insurance shall be the ACORD certificate of liability insurance form and shall be submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. Failure to maintain this required insurance will be grounds for immediate termination of this Agreement.

If a third party files a claim arising out of this Agreement with either the Company or the traveler's Government department, agency, or component, 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 traveler's Government department, agency, or component, 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 traveler's Government department, agency, or component.

If a traveler must use a valet service and the valet service causes damage to the vehicle, the Company will pursue the valet service for damage to the vehicle and not the traveler or the U.S. Government provided the traveler identifies the valet service in an incident report.

20.2 Loss of or Damage to Vehicle

Notwithstanding the provisions of any rental 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 traveler or U.S. Government, hereby assumes and shall bear the entire risk of loss of or damage to the rented vehicles (including, but not limited to, costs of towing, administrative costs, loss of use, 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 (including theft of keys) and mysterious disappearance, except where the loss or damage is caused by one or more of the following (see also Section 22, "Rental Vehicle Repair," Paragraph b):

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 of any kind to include trailers;
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 Section 16, "Authorized Drivers");
9. Operation across international boundaries unless specifically authorized;
10. Liability for loss of vehicle keys will be limited to the cost of necessary towing charges and the cost of key replacement unless the rented vehicle is stolen; sufficient substantiating documentation must be furnished to the traveler;
11. Theft of the rented vehicle when the traveler leaves or allows the keys to be left in an unattended vehicle, or when the traveler 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;
14. Any damage to a rented vehicle caused by a Government employee, not the traveler or authorized driver of a vehicle rented under this Agreement, but acting within the scope of employment. (See also Section 20.3, "Billing for Damages and Citations");
15. Any damage caused by smoking in a designated non-smoking vehicle that necessitates the Company to clean or repair the rental vehicle will be the responsibility of the traveler.

20.3 Billing for Damages and Citations

When loss or damage is due to an exception stated above, the Company will submit bills directly to the Government department, agency, or component employing the traveler to the attention of the traveler at the official work address noted in Section 17, "Traveler Identification." Under no circumstances shall the Company charge the Government Travel Charge Card for damage to the rental car. Violating this term may result in the Company or Company location being placed in a non-use status.

When the Company receives bills for a traveler's unpaid citations (e.g., tolls, parking tickets, and traffic camera tickets), the Company will submit bills directly to the traveler either via the email or address provided by the traveler at the time of pick-up. Companies who incur service/processing fees associated with the collection of unpaid citations may recover those fees from the traveler. Under no circumstances shall the Company charge the Government Travel Charge Card for unpaid citations or associated service/processing fees. Violating this term may result in the Company or Company location being placed in a non-use status.

If the Company is unable to contact the traveler's department, agency, or component using the contact information obtained at vehicle pickup, the Company should contact DTMO for assistance via email at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. DTMO will assist the Company in expediting contact with the traveler or the traveler's employing department, agency, or component. The Company may also contact the individual through its own channels for the same purpose.

If the traveler's employing Government department, agency, or component denies liability on the basis that the renter or other authorized driver was not operating the vehicle while in the scope of their employment at the time of the loss then the Company may handle the matter directly with the renter. If the vehicle was damaged while under the control of an authorized driver not in the scope of their employment, the Company shall handle the matter with the authorized driver the renter.

In such a circumstance as described in Section 20.2, #14, the Company's sole remedy shall be with the Government employee who caused the damage or the employee's department, agency, or component. If the Government employee as described in Section 20.2 #14 was not acting within the scope of their employment at the time the employee caused the damage (which determination shall be made by the traveler's employing department, agency, or component), the Company may pursue legal remedy against the employee.

20.4 Collision, Loss, or Damage Resolution

The Company is responsible for the subrogation and resolution of all collision, loss, or damage claims arising from cases that are valid under the terms of this Agreement up to the insurance limits outlined in this Agreement. To the greatest extent practicable, the Company shall facilitate and resolve claims within 30 days of receipt. The Company must provide a claim number and claim service contact information with at the time of case closure. Failure by the traveler to report an incident to the police does not relieve the Company of this responsibility of subrogation and resolution.

21 Roadside Assistance Program

The Company will offer a 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 Section 20.2, "Loss of or Damage to Vehicle"
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

22 Rental Vehicle Repair

The Company will inform travelers of the process to follow if a rental vehicle needs repair. The Company will provide a toll-free telephone number available at the Company's expense for Government travelers to call as described in Section 21, "Roadside Assistance Program," in case of an accident or a need for repair.

- a. In the event a mechanical repair (including loss of keys) becomes necessary, the traveler should immediately notify the rental location, request a replacement vehicle if the original vehicle is unsafe, disabled, or if a replacement is otherwise necessary, and request instructions for the disposition of the damaged vehicle. The rental location will provide timely assistance up to and including replacing the vehicle, towing the damaged vehicle to a repair location, or repairing the vehicle in place. If repair

cannot be done within 2 hours of initial notification, the rental location will provide a replacement vehicle when practicable.

- b. When there is an accident involving the rented vehicle, the traveler will attempt to obtain a police report for the Company if one has been made and is reasonably available. The traveler will contact the Company as soon as practicable after an accident and fill out a Company incident report when requested to do so. The Company must advise the traveler that under some state laws, failure to report an accident may result in the traveler being charged with cost of repairs to the rented vehicle. In the event of a collision, loss, or damage to the rental vehicle, the Company may request proof that the traveler was on authorized Government travel. Upon this request, the traveler or the traveler's department, agency, or component must provide this proof.

23 Acceptable Means of Payment

The Company must accept payment by Government Travel Charge Card for rentals under this Agreement. In rare circumstances where a traveler does not have a Government Travel Charge Card, the Company must accept a traveler's personal credit card.

24 Prohibited Charges to Government Travel Charge Card or Personal Credit Card

Rental car companies may request an authorization on the traveler's credit card to ensure that sufficient funds for the rental are available. In no circumstance will the Company require a deposit for the rental vehicle.

The Company signing this Agreement acknowledges and fully agrees that charging the traveler's Government or personal charge or credit card for damage to the rental vehicle is prohibited. Instead, the Company must bill the traveler or traveler's agency as described in Section 20.3, "Billing for Damages and Citations." Charging the traveler's Government or personal charge or credit card in violation of this Agreement will serve as grounds for a Company location being placed in immediate non-use status. In the event this provision of the Agreement is violated, the Company will immediately reverse any prohibited charges and notify any collections agencies and credit reporting bureaus to which any delinquency was reported. Failure of the Company to do so will be grounds for suspension of the Company and/or termination of this Agreement and further participation in the U.S. Government Rental Car Program. Any credits the Company issues to the traveler must be issued to the original form of payment used for the rental unless the form of payment is no longer valid. Credits must be equal to the original amount Paid in U.S. dollars.

25 Rental Documents

The Company shall clearly state the vehicle class in a comprehensible method for the traveler (i.e., economy, compact, full, etc.) and all optional equipment, traveler upgrades, all federal, state, and local Government fees, surcharges, and taxes that are applied to all rentals at each location on the rental contract and the traveler's receipt. All taxes and fees must be individually and clearly identified on the receipt. The Company must not combine fees and taxes into single sums. For companies that utilize electronic check-in, a comprehensive contract must be made available to a traveler that requests one. DTMO has the right to request adjustments to any initialed clauses that a traveler did not understand in the electronic version at check-in. Upon payment, Company locations will provide a receipt to a traveler that reflects the amount paid. The Company will provide a

traveler with a copy of their receipt up to six months after the return of the rental vehicle at no cost to the traveler. The Company is required to substantiate the charges and taxes upon request of the traveler or the DTMO.

26 DTMO Site Visits

DTMO representatives may visit Company locations to ensure compliance with this Agreement. The DTMO will coordinate with appropriate Company personnel on announced site visits.

27 Non-use, Suspension, or Disqualification

The Government maintains the right to review the practices and policies of the Company and its locations with regard to Government travelers. The DTMO may place one or more of the Company's locations 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 the Company or a Company location is considered not to be in the best interest of the Government. The DTMO may take non-use action after receipt of information indicating that a Company location fails to meet the requirements necessary to be an approved participant in this Agreement.

The DTMO may take non-use, suspension, or disqualification action for specific incidents 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.

When the DTMO informs the Company that it has placed a Company location in a non-use, suspension, or disqualification status, the Company will remove the location from the GDS. Failure to comply may result in termination of this Agreement and removal of the Company from the U.S. Government Rental Car Program. See Appendix G, "Review Panel," for more information.

28 Agreement Termination

Either party to this Agreement may terminate it with at least 30 days of advance written notice. The DTMO may terminate immediately for cause as noted elsewhere in this Agreement. See also Appendix G, "Review Panel." The DTMO will monitor the operation of this Agreement and coordinate proposed modifications with participating rental car companies as required.

29 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. The Federal Acquisition Regulation (FAR) does not govern this Agreement.

This Agreement supersedes the prior U.S. Government Rental Car Agreement #4 between the Department of Defense and the 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 30 days advance written notice or as otherwise provided herein. The Company has 30 days from the date of DTMO's countersignature to implement full compliance with the Agreement. DTMO will grant extensions to implement full compliance on request.

30 Car Rental Committee

The DTMO will engage with the rental car industry and participating companies via the National Defense Transportation Association (NDTA), Government Passenger Advisory Council, Car Rental Committee or other agreed-upon committee as appropriate.

Appendix A Definitions

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.

AIRPORT LOCATION: Rental car counter and vehicles are on airport and cars are within walking distance or via shuttle service provided by the rental car Company or airport.

AUTHORIZED DRIVER: The following persons, if properly licensed and 18 years or older (except for 10, 12, and 15 passenger vans, where authorized operators must be 25 years or older) and performing official business for the Government: a Uniformed Service member, civilian employee of the Federal Government, employee of the United States Postal Service, or non-Federal Government individuals on invitational travel authorizations or the spouse/domestic partner of any such person traveling as part of a permanent change of station provided the spouse/domestic partner is included in the travel orders or authorization.

AUTOMATED BOOKING TOOLS: Software applications that permit Government users to book official travel arrangements using of internet-based connections, e.g. the Defense Travel System or E2 Solutions.

BASE RATE: The basic Government rental charge without any taxes or fees.

CENTRALLY BILLED ACCOUNT (CBA): A Centrally Billed Account, or CBA, is a variation of the travel card used for the Department's specific needs and may be the method of payment for expenses incident to official travel, to include local travel. Travelers who do not have their own Government Travel Charge Card (GTCC) may use their organization's CBA to pay for those reservations.

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

COLLECTION FEE: One-time fee charged when Company picks up a vehicle from a traveler-designated location other than a Company rental location. Per Section 4, "Rates," the fee a Company charges for this service must be approved by DTMO approval in advance in writing.

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.

COMPANY: the commercial enterprise entering into this agreement, to include all subsidiaries, licensees, and franchises as identified by the Company.

COMPONENT: Used in conjunction with CORPORATE DISCOUNT NUMBER (CD) to identify lower tiers of certain Government agencies; e.g., the Federal Emergency Management Agency (FEMA) is a component of the Department of Homeland Security.

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.

DELIVERY FEE: One-time fee charged when Company delivers a vehicle to a traveler-designated location other than a Company rental location. Per Section 4, "Rates," the fee a Company charges for this service must be approved by DTMO approval in advance in writing.

DISQUALIFICATION: The act by a DTMO Review Panel (see Appendix G, "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.

DROP-OFF CHARGE: One-time fee charged when traveler returns a vehicle to a rental location other than the vehicle's original pick-up location. Per Section 4, "Rates," the fee a Company charges for this service must be approved by DTMO approval in advance in writing.

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

FORCE MAJEURE: Unforeseeable circumstances beyond the control of the Company and include both natural and man-made events like fire, floods, storms, war, and labor stoppages.

FRANCHISE: An independent rental car business that the Company entering this agreement has authorized to do business under the Company's name. See also Appendix A, "Affiliate."

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

GOVERNMENT RATE: The base rate designated by a rental car company as the official rate for U.S. Federal Government travelers and may include high-cost locality surcharges. The Government rate must not exceed maximum rates. The Government rate will be determined using 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.

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.

LICENSEE: An independent rental car business that the company entering this agreement has authorized to do business under the company's name. See also Appendix A, "Affiliate."

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

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

NON-FOREIGN OCONUS: Alaska, Hawaii, and U.S. territories and possessions.

NON-USE STATUS: The status of a Company's participating location that is prohibited from renting vehicles to Government employees under this Agreement (see Section 27, "Non-use, Suspension, or Disqualification"). 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.

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

PREPAID FUEL: Travelers do not have an 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.

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 the requirements that appear in Section 21, "Roadside Assistance Program," 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.

SUBSIDIARY: A company controlled by a holding company that enters into this agreement.

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 COMPANY (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, and surcharges 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, and passenger vans (including 12-15 passenger vans).

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

Appendix B Additional Charges and Fees

Please provide your company’s proposed structure of fees for the following traveler-requested services under U.S. Government Rental Car Agreement #5 within 15 calendar days from the date of DTMO’s countersignature. Submit the fee structure in Excel format through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. Once accepted by the DTMO, the Company may propose new fee structures at any time and are subject to DTMO’s acceptance.

Mileage charge: _____

Delivery fee: _____

Collection fee: _____

Drop-off charge: _____

Underage Driver Fee (Ages 18-20): _____

Appendix C Company Points of Contact

The Company will identify the following points of contact within 15 calendar days from the date of DTMO's countersignature. The Company will update this contract information following personnel changes. Company points of contact shall be submitted in Excel format through the Rental Car Program mailbox at dodhra.mcalex.dtmo.mbx.rental-car-program@mail.mil.

- Primary Company Point of Contact
 - Name
 - Title
 - Address
 - Office Phone
 - Mobile Phone
 - Fax
 - Email
- Secondary Company Point of Contact
 - Name
 - Title
 - Address
 - Office Phone
 - Mobile Phone
 - Fax
 - Email
- Senior Company Point of Contact
 - Name
 - Title
 - Address
 - Office Phone
 - Mobile Phone
 - Fax
 - Email
- Company Data Point of Contact
 - Name
 - Title
 - Address
 - Office Phone
 - Mobile Phone
 - Fax
 - Email
- Phone Number for Government Reservations
- Website for Government Reservations

Appendix D Rental Car Reporting

D.1 General Data Preparation Instructions

Companies providing services under this Agreement are required to provide monthly reports on all rental activity to the DTMO for ingestion into the DTMO’s Commercial Travel Information Management (CTIM) database. This information is used for management purposes to ensure compliance with the Agreement, Government travel regulations, and other laws. Data will not be identifiable to a specific Company when used in reports provided to industry representatives.

1. Reports will consolidate all Federal Government rental activity for all Company locations
 - a. If a Company manages multiple brands, the multiple brands may be submitted in a single file or in separate files, as the Company chooses.
2. Reports are due to the DTMO no later than 15 calendar days after the last day of the reporting period
3. All reporting will be in English.
4. All data abbreviations will use the following English month abbreviations

Month	Abbreviation
January	JAN
February	FEB
March	MAR
April	APR
May	MAY
June	JUN

Month	Abbreviation
July	JUL
August	AUG
September	SEP
October	OCT
November	NOV
December	DEC

5. Reports will be submitted in a text (.txt) format
6. A single pipe (|) will be used to separate data elements.
7. Numeric values will not contain thousands separators (, or .).
8. File processing reports (FPRs) will be sent to the Company for each file submitted to the DTMO, confirming receipt of the file, and advising of any rejected records.
 - a. Rejected records must be corrected and resubmitted to the DTMO no later than the 15th of the following month.

Example 1: A monthly file with data from January is delivered on time, on 15 February, with three errors. The error corrections are due to be received no later than February’s data due date, March 15.

Example 2: A monthly file with data from January is delivered late, on 01 March, with three errors. The error corrections are due to be received no later than February’s data due date, March 15.

Example 3: A quarterly file with data from January through March is delivered on time, on 15 April, with three errors. The error corrections are due to be received no later than May 15.

9. Basic Data Formats

Unless otherwise specified, data will be reported using the following formats:

Data Type	Entry
Date	DDMMYYYY December 12, 2022, is reported as 12DEC2022
Time	Use 24-hour clock, front fill with 0 8:54 AM is reported as 0854 8:54 PM is reported as 2054
Number	Enter without thousand separators One thousand would be 1000, not 1,000
Currency	Enter without currency code/type indicator. Unless otherwise specified, report with two decimals to the right of a decimal separator. Use a period (.) as the decimal separator. Do not use commas as either a thousand separator or a decimal separator. \$1,607.00 is reported as 1607.00 €2309,23 is reported as 2309.23

D.2 Monthly Rental Car Activity Preparation Instructions

Each Monthly Rental Car Activity file is to include:

1. Sales and refund records for rentals turned in from the first day of the reporting month through the last day the reporting month.
2. Updates to records reported in prior months. An update is any change made to a previously reported data field that is not a refund.
3. Refunds to sales records reported in current or prior months.
4. One record will be generated for each Federal Government rental contract turned in during the reporting period. Except for refunds, where there may be two records; one for the sale and the other for the refund (see **Section D.7, “Examples of Sale, Correction, and Refund Transactions,”**).
5. The monthly data fields **(1) UNIQUE ID NUMBER (UID)** must remain unique across all monthly files.
 - a. Refunds and updates to a previously reported rental record will be reported with the same UID (see **Section D.7, “Examples of Sale, Correction, and Refund Transactions,”** for more information on the UID and its application).
 - b. Refunds and updates to a previously reported rental record may be reported with new month’s records or in a separate file using the file naming convention in accordance with Section D.2.10.

For example, a refund was applied in May for a record that was reported in January; the refund may be reported with the May records submission or as a resubmission of January data.

6. If an update/refund must be reported to a prior record, the updated/refunded record will be reported in its entirety. All fields in the record will overwrite any prior sales or refund records. Updates/refunds will be identified when the field UPDATE TO PREVIOUS RECORD = 'Y'.
7. Use the following file naming convention:

CTIM_CAR_A5_YYYY_MMM_CONTRACTOR_V1.TXT

Example: ABC Car Rental file for rental cars returned in October 2022 would be named
CTIM_CAR_A5_2022_OCT_ABC_V1.TXT

- a. A5 represents the U.S Government Rental Car Agreement #5
 - b. YYYY is the four-digit calendar year
 - c. MMM is the three-letter month standard American English abbreviation. Use the month of the rental car return dates being reported.
 - d. V is the version control
 - i. The initial file submitted for a reporting period will use V1 for Version 1.
 - ii. If the Company need to submit a corrected file, each corrected file will use the same naming convention but increase the V# by 1 for each submission e.g., V2, V2, etc.
8. Erroneously named files may be rejected and considered undelivered.
 9. The DTMO plans to initiate a web-based application to accept monthly data file submissions and to validate the data prior to completing the file transfer. Until such time as the application is implemented, report files will be submitted via secure file transfer protocol (SFTP). Contact dodhra.mc-alex.dtmo.mbx.ctim@mail.mil for instructions, user name, and password.
 10. Rental Car Companies will correct and resubmit rejected records identified in its monthly File Processing Report.
 - a. Resubmitted files will have the same file name but shall reflect the version of the submission. There is no limit to the number of resubmissions.

Example 1: If the Company receives 100 rejected records in their FPR for the file CTIM_CAR_A5_2022_OCT_ABC_V1.TXT and is able to correct 75 right away, the 75 corrected records will be resubmitted with the file name CTIM_CAR_A5_2022_OCT_ABC_V2.TXT

Example 2:

When the Company corrects the remaining 25 records, they will be submitted with the file name: CTIM_CAR_A5_2022_OCT_ABC_V3.TXT

Example 3:

If the company issues a refund in December to record submitted in the October file and cannot submit the refunded record with the December records, they report the refunded record(s) as a resubmission of the October report with the file name: CTIM_CAR_A5_2022_OCT_ABC_V4.TXT

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.

D.3 Monthly Rental Car Activity File Layout

Field	Type	Maximum Length	Field Name/Description
1	VARCHAR	100	<p><u>Unique ID Number (UID)</u></p> <p>A unique ID assigned by the Rental Car Company that will identify a single rental contract in the database. The values used to populate this field will be defined by the Company with the following considerations:</p> <ul style="list-style-type: none"> • The UID will be unique to each rental car contract • The field will be alpha/numeric with no special characters • All alpha characters will be recorded as upper case in the Government's database ("ABC" will be equivalent to "ABC"). Do not use upper/lower case to differentiate between UIDs. <p>The ID used when a rental contract is first reported will be used for any future reporting of the same contract in the same or future files (e.g., update/correction or refund).</p> <p>NOTE – If the record being reported is an update or refund to a rental that was reported prior to the implementation of this agreement, there will be no UID available. In these cases, the Rental Car Company will use a combination of RENTAL CAR VENDOR GDS CODE, RENTAL CONTRACT NUMBER and the renter's LAST NAME as the UID. These fields should be concatenated into a continuous string with no spaces or other field separators.</p>
2	VARCHAR	100	<p><u>Brand</u></p> <p>Enter the name of the brand the rental contract appears under. Example: If ABC Rental Car is a subsidiary of XYZ Rental Car, indicate ABC Rental Car.</p>
3	VARCHAR	2	<p><u>Rental Car Vendor GDS Code</u></p> <p>Enter the rental car vendor's GDS code.</p>
4	VARCHAR	20	<p><u>Rental Contract Number</u></p> <p>Enter the contract number for the rental, excluding special characters such as -, /, #, etc.</p>
5	VARCHAR	15	<p><u>Corporate Discount Number</u> (Also known as Source Code)</p> <p>Enter the corporate discount associated with the traveler's employing Federal agency, department, or component.</p> <p>NOTE – must match one of the Corporate Discount Numbers submitted by the Company in Section D.6.</p>
6	VARCHAR	50	<p><u>First Name</u></p> <p>Enter the first name of the traveler as entered on the contract.</p>

Field	Type	Maximum Length	Field Name/Description
7	VARCHAR	50	<u>Last Name</u> Enter the last name of the traveler as entered on the contract.
8	VARCHAR	100	<u>Rental Pickup Location Code</u> Enter the location identifier for the rental location on the contract (use airport code if it was an airport location).
9	VARCHAR	100	<u>Rental Return Location Code</u> Enter the location identifier where the rental car was returned (use airport code if it was an airport location).
10	VARCHAR	6	<u>Car Classification Code Reserved</u> Enter the car classification code of the car reserved (may vary from car classification code of car actually driven). NOTE – must match one of the Car Classification Codes submitted by the Company in Section D.8.
11	VARCHAR	6	<u>Car Classification Code Driven</u> Enter the car classification code of the actual car driven off the lot (vs. reserved). This refers to the car driven off the lot at the time of the initial pick-up. It does not refer to any subsequent changes that may be made during the rental period. NOTE – must match one of the Car Classification Codes submitted by the Company in Section D.8.
12	VARCHAR	1	<u>No Cost Upgrade</u> Enter Y or N for Yes or No. If vehicle was upgraded at no cost enter Y for Yes otherwise enter N for No.
13	VARCHAR	1	<u>One-Way Rental</u> Enter Y or N for Yes or No. Was the rental was a one-way rental?
14	VARCHAR	1	<u>Sale or Refund Indicator</u> Enter code below to indicate if this record is a sale or a refund S = Sale (record is for a new charge or for an update to a previously reported new charge record). R = Refund (record is for funds returned to government/traveler or for an update to an earlier record of funds returned to government/traveler).
15	VARCHAR	3	<u>Update to Previous Record</u> Enter Y or N for Yes or No. Is the entry an update to an earlier sale or refund submission? If yes, resubmit entire record with the appropriate data elements changed.

Field	Type	Maximum Length	Field Name/Description
16	VARCHAR	3	<p><u>Currency Type</u></p> <p>Enter the three-character 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.</p>
17	VARCHAR	6	<p><u>Form of Payment</u></p> <p>Enter form of payment for the rental. If paid via Government travel charge card, enter last four digits of the account number, else use CASH, CHECK, or CREDIT as appropriate to populate field. Visa Government Travel Charge Cards are identified by the prefixes 4486, 4614, or 4716. MasterCard Government Travel Charge Cards are identified by the prefixes 5568 and 5565.</p>
18	NUMBER	6	<p><u>Odometer Out</u></p> <p>Odometer reading on the vehicle at start of rental (whole units only).</p>
19	NUMBER	6	<p><u>Odometer In</u></p> <p>Odometer reading on the vehicle at the termination of rental (whole units only).</p>
20	VARCHAR	2	<p><u>Unit of Measure</u></p> <p>Unit of measure for Odometer, MI for miles or KM for kilometers.</p>
21	VARCHAR	20	<p><u>Confirmation Number</u></p> <p>Confirmation number given at time of reservation, excluding special characters such as -, /, #, etc.</p>
22	DATE	7	<p><u>Date of Pickup</u></p> <p>Date that the vehicle left your rental location as DDMMYYYY Example: December 12, 2022, would be written as 12DEC2022.</p>
23	NUMBER	4	<p><u>Time of Pickup</u></p> <p>Time that the vehicle left your rental location using the 24-hour clock – 1530.</p>
24	DATE	7	<p><u>Date Returned</u></p> <p>Date that the vehicle returned to your rental location as DDMMYYYY. Example: December 12, 2022, would be written as 12DEC2022.</p>
25	NUMBER	4	<p><u>Time Returned</u></p> <p>Time that the vehicle returned to your rental location using the 24-hour clock – 0845.</p>

Field	Type	Maximum Length	Field Name/Description
26	VARCHAR	3	<u>Renter Under 21</u> Enter Y or N for Yes or No. Was the driver was under 21 when rental began?
27	VARCHAR	3	<u>Renter Under 25?</u> Enter Y or N for Yes or No. Was the driver 21 years old or older, but under the age of 25 when the rental began?
28	NUMBER	9	<u>Base Rate 1 (Monthly)</u> Enter the monthly base rate (if applicable) for the rental period. Enter 0 if the monthly rate did not apply to this completed rental. This is the per-month rate, not the per-month rate multiplied by the number of months rented.
29	NUMBER	7	<u>Units of Rental 1 (Monthly)</u> Enter the number of months that the rate applied to the rental. Enter 0 if monthly rate did not apply to this completed rental.
30	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.
31	NUMBER	9	<u>Base Rate 2 (Weekly)</u> Enter the weekly base rate (if applicable) for the rental period. Enter 0 if the weekly rate did not apply to this completed rental. This is the per-week rate, not the per-week multiplied by number of weeks rented.
32	NUMBER	7	<u>Units of Rental 2 (Weekly)</u> Enter the number of weeks that the rate applied to the rental. Enter 0 if weekly rate did not apply to this completed rental.
33	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.
34	NUMBER	9	<u>Base Rate 3 (Daily)</u> Enter the daily base rate (if applicable) for the rental period. Enter 0 if the daily rate did not apply to this completed rental. This is the per-day rate, not the per-day rate multiplied by number of days.
35	NUMBER	7	<u>Units of Rental 3 (Daily)</u> Enter the number of days that the rate applied to the rental. Enter 0 if daily rate did not apply to this completed rental.

Field	Type	Maximum Length	Field Name/Description
36	VARCHAR	50	<p><u>Type of Rate 3 (Daily)</u></p> <p>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.</p>
37	NUMBER	9	<p><u>Base Rate 4 (Hourly)</u></p> <p>Enter the hourly base rate (if applicable) for the rental period. Enter 0 if the hourly rate did not apply to this completed rental. This is the per-hour rate, not the per-hour rate multiplied by the number of hours rented.</p>
38	NUMBER	7	<p><u>Units of rental 4 (hourly)</u></p> <p>Enter the number of hours that the rate applied to the rental. Enter 0 if hourly rate did not apply to this completed rental.</p>
39	VARCHAR	50	<p><u>Type of Rate 4 (Hourly)</u></p> <p>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.</p>
40	VARCHAR	1	<p><u>Booking Source</u></p> <p>W = Walk Up I = Vendor's Internet Site T = TMC (Travel Management Company; aka Travel Agency)</p>
41	VARCHAR	10	<p><u>Record Locator</u></p> <p>If the field <u>Booking Source</u> is T, enter the TMC's GDS record locator, else leave null.</p>
42	VARCHAR	8	<p><u>TMC IATA Number</u></p> <p>If the field <u>Booking Source</u> is T, enter the TMC's International Air Transport Association (IATA) code, else leave null. Use the full eight-digit IATA number.</p>

Field	Type	Maximum Length	Field Name/Description
43	NUMBER	9	<p><u>Charge - Total Base Amount</u></p> <p>Enter the total base amount charged, exclusive of fees and taxes, optional purchases such as GPS equipment, snow tires, car seats, pre-paid fuel, upgrade fees, toll paying devices, hand controls, etc.</p> <p>This field will be used as a cross validation of its sub-components, and should be the total of:</p> <p>(BASE RATE 1 (MONTHLY) multiplied by UNITS OF RENTAL 1 (MONTHLY)) plus (+)</p> <p>(BASE RATE 2 (WEEKLY) multiplied by UNITS OF RENTAL 2 (WEEKLY)) Plus (+)</p> <p>(BASE RATE 3 (DAILY) multiplied by UNITS OF RENTAL 3 (DAILY)) Plus (+)</p> <p>(BASE RATE 4 (HOURLY) multiplied by UNITS OF RENTAL 4 (HOURLY))</p>
44	NUMBER	9	<p><u>Charge - Total Taxes/Fees</u></p> <p>Enter total of all taxes and fees that are required by the government to be charged to the renter as well as all taxes/fees and other cost of business pass-through fees and charged. Do NOT include ancillary (optional purchase) charges. If no taxes/fees were charged, enter 0.</p> <p>This field will be used as a cross validation of its sub-components and should be the total of Fields 47 (CHARGE – SALES TAX) through 56 (CHARGE - OTHER TAXES/FEES).</p>
45	NUMBER	9	<p><u>Charge - Total Ancillary Charges</u></p> <p>Enter the total of all ancillary charges (optional purchases), such as GPS equipment, snow tires, car seats, pre-paid fuel, upgrade fees, toll paying devices, hand controls, etc. If no ancillary charges were charged, enter 00.</p> <p>This field will be used as a cross validation of its sub-components and should be the total of fields 57 (CHARGE – ONE-WAY MILEAGE RATE) through 83 (CHARGE – OTHER ANCILLARY CHARGES).</p>

Field	Type	Maximum Length	Field Name/Description
46	NUMBER	9	<p><u>Charge - Grand Total</u></p> <p>Enter the total amount charged or refunded to the traveler.</p> <p>This will be the total of:</p> <p>Field 43 (Charge - Total Base Amount) plus (+)</p> <p>Field 44 (Charge - Total Taxes/Fees) plus (+)</p> <p>Field 45 (Charge - Total Ancillary Charges)</p>
47	NUMBER	9	<p><u>Charge - Sales Tax</u></p> <p>Enter cost of all local and state sales taxes. If no local or state sales tax charged, enter 0.</p>
48	NUMBER	9	<p><u>Charge - Tire/Battery Disposal</u></p> <p>Fee charged by the Company to recoup the cost of disposing of tires and/or batteries. If no tire/battery disposal cost charged, enter 0.</p>
49	NUMBER	9	<p><u>Charge - Port Authority Charge</u></p> <p>Fee/tax/surcharge imposed by Port Authority, AKA PA Charge. If no Port Authority charge, enter 0.</p>
50	NUMBER	9	<p><u>Charge - RTA/Regional Transit Authority Charge</u></p> <p>Fee/tax/surcharge imposed by Regional Transit Authority (AKA Roads and Transport Authority). If no RTA Charge, enter 0.</p>
51	NUMBER	9	<p><u>Charge - Vehicle Licensing Fees</u></p> <p>Fee charged to the Company to recoup the costs of licensing their vehicles. If no vehicle licensing fee, enter 0.</p>
52	NUMBER	7	<p><u>Charge - Local Development Fee</u></p> <p>Locally imposed fee/tax/surcharge to support local projects and/or development (e.g., Stadium/Convention Center/Arena fees/taxes, etc.). If no local development fee, enter 0.</p>
53	NUMBER	9	<p><u>Charge - Domestic Security Charge</u></p> <p>Fee/tax/surcharge imposed by federal, state, or local government to support funding of domestic security efforts (e.g., Airport security surcharge, domestic security fee, police training surcharge, etc.). If no domestic security charge, enter 0.</p>

Field	Type	Maximum Length	Field Name/Description
54	NUMBER	9	<p><u>Charge - Airport Facilities/Concession Fees</u></p> <p>Fee(s) charged by the Company to recoup the amount the airport charges it to allow the rental company to provide on-airport or in-airport services. Also known as airport facilities fee, concession pass thru fee, concession recovery fee, customer facility charge, facility management fee, transportation and facility fee, operation and maintenance fee, etc. If no airport facilities/concession fee, charge 0.</p>
55	NUMBER	9	<p><u>Charge - Energy Surcharge</u></p> <p>Enter cost of Energy Surcharge if paid by traveler. If not charged, enter 0.</p>
56	NUMBER	9	<p><u>Charge - Other Taxes/Fees</u></p> <p>Enter total of all taxes, fees, and pass-through charges not reported in fields 47 through 55. If no Other Taxes/Fees were charged, enter 0.</p>
57	NUMBER	9	<p><u>Charge - One-Way Mileage Rate</u></p> <p>Enter the one-way mileage cost if applicable. If no one-way rental, or one-way rental without a mileage charge, enter 0.</p>
58	NUMBER	9	<p><u>Charge - Drop-Off Fee for One-Way Rental</u></p> <p>Enter cost of drop-off fee for a one-way rental if applicable. If no one-way rental or one-way rental without a drop-off fee charged, enter 0.</p>
59	NUMBER	9	<p><u>Charge – Delivery Fee</u></p> <p>Enter cost of a delivery fee if applicable. The delivery fee is a fee charged when Company delivers a vehicle to a traveler-designated location other than a Company rental location. If no delivery fee, enter 0.</p>
60	NUMBER	9	<p><u>Charge – Collection Fee</u></p> <p>Enter cost of collection fee if applicable. The collection fee is a fee charged when Company picks up a vehicle from a traveler-designated location other than a Company rental location. If no collection fee, enter 0.</p>
61	NUMBER	9	<p><u>Charge - Collision Damage Waiver (CDW)</u></p> <p>Enter the cost of any CDW charged and not included in the base rate. If not charged, enter 0.</p>
62	NUMBER	9	<p><u>Charge - Loss Damage Waiver (LDW)</u></p> <p>Enter the cost of any LDW charged and not included in the base rate. If not charged, enter 0.</p>
63	NUMBER	9	<p><u>Charge - Emergency Sickness Plan (ESP)</u></p> <p>If charged, fee to non-US citizen for emergency health coverage while renting a car in the US. If not charged, enter 0.</p>

Field	Type	Maximum Length	Field Name/Description
64	NUMBER	9	<u>Charge - 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 not charged, enter 0.
65	NUMBER	9	<u>Charge - Optional GPS</u> Enter cost of optional global positioning system if used. If not charged, enter 0.
66	NUMBER	9	<u>Charge - Fuel Purchase Option</u> Enter cost of fuel purchase option if used. If not charged, enter 0. Also known as fuel service, gas service option, GSO, etc. If not charged, enter 0.
67	NUMBER	9	<u>Charge - Fuel</u> Enter cost of fuel if purchased at drop-off. If not charged, enter 0.
68	NUMBER	9	<u>Charge - Toll Transponder</u> Enter cost of a toll transponder if used and not included in the base rate. If not charged, enter 0.
69	NUMBER	9	<u>Charge - Toll Administrative Fee</u> Enter cost of administering collection of unpaid tolls. If not charged, enter 0.
70	NUMBER	9	<u>Charge - Rental Extension Fee</u> Enter cost of fee charged to extend return date/time of rental beyond original contract period. Not applicable to extra hours charges. If not charged, enter 0.
71	NUMBER	9	<u>Charge - Toll Charges</u> Enter cost of actual tolls collected. If not charged, enter 0.
72	NUMBER	9	<u>Charge - Frequent Flyer Fees</u> Enter transfer cost of frequent renter to frequent flyer miles if used. If not charged, enter 0.
73	NUMBER	9	<u>Charge - Frequent Traveler Program</u> Enter cost charged for participation in frequent traveler program (other than frequent flyer program). If not charged, enter 0.
74	NUMBER	9	<u>Charge - Personal Accident Insurance</u> Enter cost of personal accident insurance if sold to traveler. If not charged, enter 0. Also known as PAE (Personal Accident and Effects Insurance) and PAI (Personal Accident Insurance). If not charged, enter 0.

Field	Type	Maximum Length	Field Name/Description
75	NUMBER	9	<u>Charge - Personal Effects Insurance</u> Enter cost of personal effects insurance if purchased by traveler. If not charged, enter 0. Also known as PEC (Personal Effects Coverage) and PEP (Personal Effects Protection). If not charged, enter 0.
76	NUMBER	9	<u>Charge - Supplemental Liability Insurance</u> Enter cost of supplemental liability insurance if purchased by traveler. If not charged, enter 0. Also known as SLI (Supplemental Liability Insurance), ALI (Additional Liability Insurance), and LIS (Liability Insurance Supplement). If not charged, enter 0.
77	NUMBER	9	<u>Charge - Vehicle Upgrade</u> Enter total cost of vehicle upgrade (difference between original reserved amount and upgraded amount) if upgrade was requested by traveler. If not charged, enter 0.
78	NUMBER	9	<u>Charge - Snow Tires/Snow Chains</u> Enter cost of snow tires / snow chains if charged to the traveler. If not charged, enter 0.
79	NUMBER	9	<u>Charge - Entertainment System/Satellite Radio</u> Enter cost of entertainment system/satellite radio if purchased by traveler. If not charged, enter 0.
80	NUMBER	9	<u>Charge - Roadside Assistance Program (RAP) Amount</u> Enter the cost of roadside assistance program if purchased by traveler. If not charged, enter 0. Also known as PREM RD SVC (Premium Roadside Service), RSN (Roadside SafetyNet), RSP (Roadside Plus).
81	NUMBER	9	<u>Charge - Roadside Assistance</u> Enter cost of roadside assistance provided to customer outside of an RAP, <u>if included in total amount charged for rental</u> . Do not include the amount of any Roadside Assistance Program purchased. If not charged, enter 0.
82	NUMBER	9	<u>Charge - Child Seat Amount</u> Enter the cost of a child seat if purchased by traveler. If not charged, enter 0.
83	NUMBER	9	<u>Charge - Other Ancillary Charges</u> Enter the total of any additional ancillary charges not reported in fields 57 through 82 and 84. If no other ancillary charges, enter 0.

Field	Type	Maximum Length	Field Name/Description
84	NUMBER	9	<p><u>Charge – Underage Driver Fee</u></p> <p>Enter the cost for an underage driver age 18-20. This field will be used as a cross validation of field 26; if field 26 = Y, field 84 should include cost.</p>

D.4 Quarterly Incident/Claim Reporting Preparation Instructions

Each Quarterly Incident/Claim file is to include:

1. One record will be generated for each incident/claim closed during the reporting period.
2. Use the following file naming convention:

CTIM_CAR_A5_####Q#_CONTRACTOR_NAME_V#.TXT

Example: ABC Car Rental file for rental cars returned in the first fiscal year of 2022 would be named CTIM_CAR_A5_2022Q1_ABC_V1.TXT

- a. YYYY is the four-digit fiscal year. The Government fiscal year begins the October prior to the calendar year.
- b. Q# is the quarter of the fiscal year of the activity being reported.

Examples:

Month & Calendar Year	Fiscal Year	Quarter
January 2021	2021	Q2
February 2021	2021	Q2
March 2021	2021	Q2
April 2021	2021	Q3
May 2021	2021	Q3
June 2021	2021	Q3
July 2021	2021	Q4
August 2021	2021	Q4
September 2021	2021	Q4
October 2021	2022	Q1
November 2021	2022	Q1
December 2021	2022	Q1

- c. V# is the version control.
 - i. The initial file submitted for a reporting period will use V1 for Version1.
 - ii. If the Company needs to submit a corrected file, each corrected file will use the same naming convention, but increase the V# by 1 for each submission, e.g., V2, V3, etc.
3. Erroneously named files may be rejected and considered undelivered.
4. The DTMO plans to initiate a web-based application to accept monthly data file submissions and to validate the data prior to completing the file transfer. Until such time as the application is implemented,

report files will be submitted via secure file transfer protocol (SFTP). Contact dodhra.mc-alex.dtmo.mbx.ctim@mail.mil for instructions, username, and password.

D.5 Quarterly Incident/Claim Reporting

Field	Type	Maximum 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, excluding special characters such as -, /, #, etc.								
4	VARCHAR	9	<u>Claim Opened Date</u> What date was the claim opened? Example: December 12, 2022, would be written as 12DEC2022.								
5	VARCHAR	9	<u>Claim Closed Date</u> What date was the claim closed? Example: December 12, 2022, would be written as 12DEC2022.								
6	VARCHAR	8	<u>Nature of Claim</u> Use one or more of the codes below to indicate the nature(s) of the claim. Separate values with a comma(“,”). <table border="1" data-bbox="565 1262 1409 1472"> <thead> <tr> <th>Code</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>CP</td> <td>Damage to Company’s property</td> </tr> <tr> <td>TP</td> <td>Damage to third party’s property</td> </tr> <tr> <td>PI</td> <td>Personal injury (other than Government driver)</td> </tr> </tbody> </table>	Code	Description	CP	Damage to Company’s property	TP	Damage to third party’s property	PI	Personal injury (other than Government driver)
Code	Description										
CP	Damage to Company’s property										
TP	Damage to third party’s property										
PI	Personal injury (other than Government driver)										
7	VARCHAR	3	<u>Claim Covered by Agreement</u> Enter Y or N for Yes or No. Was the claim against the Federal traveler waived due to incident covered by Agreement #5?								
8	VARCHAR	15	<u>Corporate Discount Number</u> (Also known as Source Code) Enter the corporate discount associated with the traveler’s employing Federal agency, department, or component. NOTE – must match one of the Corporate Discount Numbers submitted by the Company in Section D.6.								

D.6 Federal Department, Agency, and Component Corporate Discount (CD) Numbers

Section 3 of this Agreement, “Company Participation Requirements,” requires the Company to provide a list of CD numbers associated with the Federal departments, agencies, and components designated by DTMO that the Company uses to identify and track Government business.

Use the table below to identify the CD numbers the Company intends to associate with the following Federal departments, agencies, and components. The first report is due within 15 calendar days from the date of DTMO’s countersignature. Subsequent reports shall be submitted annually or immediately upon making changes. Reports shall be in Excel and submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. CD numbers may be no longer than 15 characters. The Government reserves the right to require enhanced granularity with additional CD numbers.

Federal Government Department, Agency, or Component	CD Number	Federal Government Department, Agency, or Component Code (appear on the rental agreement)
Department of Defense (DoD)		
Legislative Branch		
Judicial Branch		
Executive Office of the President		
Department of Agriculture		
Department of Commerce		
Department of Education		
Department of Energy		
Department of Health and Human Services		
Department of Homeland Security <i>(Except Coast Guard, FEMA, and Secret Service)</i>		
Department of Homeland Security – Coast Guard		
Department of Homeland Security – Federal Emergency Management Agency		

Federal Government Department, Agency, or Component	CD Number	Federal Government Department, Agency, or Component Code (appear on the rental agreement)
Department of Homeland Security – Secret Service		
Department of Housing and Urban Development		
Department of Interior		
Department of Labor		
Department of State		
Department of Transportation		
Department of the Treasury		
Department of Veterans Affairs		
Environmental Protection Agency		
General Services Administration		
National Aeronautics & Space Administration		
Office of Personnel Management		
U.S. Postal Service		
All Other Government *Note – use of this code will be monitored by the DTMO. If the DTMO is unable to identify the Federal Department, Agency, or Component associated to the code, the DTMO may contact the vendor for additional information or require correction from the Contractor.		

D.7 Examples of Sale, Correction, and Refund Transactions

Sales and refunds will be treated as separate transactions.

- A sale is identified as a record where the **SALE OR REFUND INDICATOR** has the value of “S”

- A refund is identified as a record where the **SALE OR REFUND INDICATOR** has the value of “R”

When a record is received, the Government’s system will look at the **UNIQUE ID NUMBER (UID)**, **RENTAL CAR VENDOR GDS CODE**, **SALE OR REFUND INDICATOR** and the **UPDATE TO PREVIOUS RECORD** fields to determine how the data will be handled.

Example #:	UID New or Already Existing	Sale or Refund Indicator	Update to Previous Record	Result
1	New	S	N	New sale record is created
2	Existing	S	Y	Original sale record created in Example #1 is archived, data from Example #2 will replace it
3	Existing	R	N	New refund record is created
4	Existing	R	Y	Original refund record created in Example #3 is archived, data from Example #4 will replace it

D.8 Vehicle Classification Codes

Section 3 of this Agreement, “Company Participation Requirements,” requires the Company to provide a list of all vehicle classification codes the company offers. Submit a report of the company’s rental car classification codes. One report shall be provided within 15 calendar days from the date of DTMO’s countersignature. Subsequent reports shall be submitted NLT the 15th calendar day of the month following each quarter. Reports shall be in Excel and submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. The report shall include the following data elements:

- Vehicle Classification Code
- Vehicle Category
- Passenger Capacity (SUVs and Vans only)
- Country

Companies must specify whether a vehicle category is a hybrid or electric vehicle.

Example Vehicle Classification Code Report:

Rental Company’s Car Classification Code	Vehicle Category/Class	Passenger Capacity (SUVs and Vans only)	Country
CCAR	Compact		
CDAE	Compact Electric		
CDMH	Compact Hybrid		
CE	Compact Elite		
EYMR	Exotic Sedan		
FCAH	Full Size Hybrid		
FFAR	SUV Full Size	5-6	
FVAR	Van Full Size	12	
ICAR	Intermediate		
RFAR	SUV Prestige Luxury Standard	7	
SVAR	Van Standard	7	
UVAR	Van Large	15	

D.9 Participating Locations

Section 3 of this Agreement, “Company Participation Requirements,” requires the Company to provide a list of all participating locations. Submit a report of all locations participating under this agreement. One report shall be provided within 15 calendar days from the date of DTMO’s countersignature. Subsequent reports shall be submitted annually or immediately upon a company adding or omitting a participating location. Reports shall be submitted in Excel format through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. The report shall include the following data elements:

- Company Name
- Physical Address
- City
- State (Postal Abbreviation)
- Country
- Postal Code
- County (US locations only)
- Sabre GDS Location Code
- Worldspan GDS Location Code
- Apollo GDS Location Code

- Amadeus GDS Location Code
- Airport Code
 - Provide the three alpha IATA Airport Code e.g., DCA for Ronald Reagan Washington National Airport
 - Indicate “Off Airport” for city/off airport locations
- Corporate Location (Y/N)
 - Indicate “Y” for corporate locations and “N” if the participation location is a Franchise, Licensee, or Affiliate
- Legally Imposed Mandatory Insurance
 - Provide citation
- International Driver’s License Mandatory
 - Indicate “Y” for yes or “N” for no
- Local Phone Number
- Toll-Free Phone Number
- Car classes offered under the terms and conditions of this agreement indicate “Y” for Yes or “N” for No
 - Compact
 - Economy
 - Full-Size
 - Intermediate
 - Passenger Van (5-8 Passenger)
 - Passenger Van (9-12 Passenger)
 - Passenger Van (15 Passenger)
 - Standard
 - Station Wagon
 - SUV Compact
 - SUV Full-Size
 - SUV Intermediate
 - SUV Premium
 - SUV Standard
 - Intermediate EV
 - Full Size EV
 - SUV (Intermediate) EV
- Small Business Classification (United States locations only)
 - Is the rental location property classified as a small business? Enter Y for Yes or N for No

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.

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.

Example Participating Locations Spreadsheet:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Company Name	Address	City	State	Country	Postal Code	County (US locations)	GDS Location Code	Airport Code	Corporate Location	Legally Imposed Mandatory Insurance	International Driver's License Mandatory	Local Phone Number	Toll Free Number	Compact
2	ABC Car Rental	123 Main Street	Stafford	VA	USA	22554	Stafford	STFX01	Off Airport	N	N	N	(123) 456-789	(800) 555-1234	Y
3	ABC Car Rental	Ronald Reagan Washington National Airport	Arlington	VA	USA	12345	Arlington	WAST02	DCA	Y	N	N	(123) 456-789	(800) 555-1234	Y

Appendix E Quality Control Program Requirements

Establish and maintain a Quality Control Program (QCP) to ensure work performed conforms to the terms and conditions of this agreement. The Company shall provide the DTMO with a copy of its QCP within 30 calendar days from the date of DTMO’s counter signature and on October 1 of each year thereafter, or when the Company initiates change to its quality control processes. The QCP shall be submitted through the Rental Car Program mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil. The QCP shall address the company’s program and strategy for improving quality control over the life of the agreement and at a minimum:

- Performing inspections of business operations and processes;
- Including automated and automation-assisted quality control processes, to ensure reservations/records are to the maximum extent possible correctly documented;
- Identifying, correcting, and preventing problems/defective service;
- Addressing customer complaint resolution time and process;
- Providing on-time, accurate data reporting;
- Processing claims;
- Standards and procedures for vehicle cleanliness, maintenance, and safety;
- Training program that includes at least one trained employee at Company locations participating under this agreement (where practicable) on the terms and conditions of the U.S. Government Rental Car Program
- Develop and administer customer satisfaction survey(s) to U.S. Government travelers. Upon DTMO request, the Company will present survey result queries to DTMO to support DTMO efforts to ensure compliance with this Agreement.

Performance Requirements Summary (PRS)

Performance Objective	Agreement Section	Performance Threshold Standard	Method of Surveillance
Claims Resolution	Section 20.4	90% claims resolved within 30 days or less	Quarterly Incident/Claims Reporting
Data Reporting (Timeliness and Accuracy)	Appendix D	90%	Monthly File Processing Reports
Overcharges	Section 9 and Appendix F	98% (Based on total quarterly sales)	Monthly Reporting/DTMO Surveillance

The DTMO will monitor the Company’s adherence to the performance threshold standards using the methods of surveillance as described above. The DTMO will provide the Company with records of inspections performed and the results and work with the Company to resolve systemic issues of concern. Repeated Company failure

meet the above performance objectives will be grounds for corrective action identified in Section 27, “Non-use, Suspension, or Disqualification.”

Appendix F Repayment of Overcharges

F.1 Repayment to a Traveler

When a traveler contacts the Company to request repayment of an overcharge prohibited by this Agreement, the Company will refund the traveler's original form of payment. Companies who perform monthly self-audits may refund an overcharge to the traveler's original form of payment if the error is discovered and the refund is initiated within 30 days of the rental return date. The Company shall provide an amended receipt to the traveler's email upon initiating the refund.

F.2 Repayment to DTMO

When DTMO contacts the Company on a quarterly basis to request repayment of overcharges, the Company will pay DTMO the total DTMO identifies. The Company will not reimburse the travelers original form of payment. DTMO will provide the Company with a line-by-line account of overcharges DTMO has identified based on Company-provided data. Payment instructions are provided in Section F.4, "Payment Instructions." The Company may dispute individual records with evidence, but DTMO and the Company must agree on the total the Company will repay.

Pursuant to Section 27, "Non-use, Suspension, or Disqualification," DTMO may place a Company's participating location(s) in a nonuse status, or suspend or disqualify companies from participating in this Agreement if the Company does not comply with DTMO's repayment request.

F.3 Self-Auditing of Overcharges

A Company may choose to self-audit and repay overcharges on a monthly or quarterly basis through the following process:

1. Companies who self-audit will provide either a monthly or quarterly report of overcharges it identifies to DTMO. Monthly reports are due NLT 15 days after the end of the previous month. Quarterly reports are due NLT 15 days after the end of the previous quarter. Reports shall be submitted in Excel format through the Rental Car Program Mailbox at dodhra.mc-alex.dtmo.mbx.rental-car-program@mail.mil.

The report shall contain the following data elements:

- Traveler last name
- Traveler first name
- Rental record number
- Pickup city
- Pickup state
- Pickup country
- Airport location (Y or N)
- Rental return date
- Amount CDW
- Amount LDW
- Amount LTIF
- Amount SLC
- Amount PEC

- Amount prepaid fuel
 - Amount energy surcharge
 - Total overcharge(s)
 - Refund issued to traveler (Y or N)
 - Date refund to traveler initiated (leave blank if refunding DTMO)
2. A vendor will amend its previously submitted monthly rental activity report(s) to account for overcharges reimbursed to the traveler or DTMO (see instructions for refunded records in Appendix D).
 3. Overcharges not refunded directly to the traveler in accordance with Section F.1, "Repayment to a Traveler" shall be paid to the DTMO. Companies who perform monthly self-audits shall repay overcharges NLT 30 days after the end of the month reporting (for example repayment for the January 2024 overcharges are due by March 1, 2024, and repayment for 1Q 2024 overcharges are due by January 30, 2024). Payment instructions are provided in Section F.4, "Payment Instructions."
 4. DTMO will monitor vendor reports and reserves the right to audit and collect overcharges vendors fail to identify or repay.

F.4 Payment Instructions



Defense Finance and
Accounting Service Eli

Appendix G Review Panel

G.1 Purpose

This Appendix prescribes the DTMO review panel 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.

G.2 Procedures

1. 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 a review panel should be convened to determine if non-use, suspension, or disqualification is appropriate to protect the Government's interest. If it is determined that a review panel should be convened, the DTMO will promptly notify the Company's government representative of such determination.
2. DTMO will forward to the Company's government representative a written notice (notification letter) of a review panel, along with a copy of this Appendix, by certified mail, express air carrier, or similar means with receipt verification. The notice will state:
 - a. That the review panel is considering non-use, suspension, or disqualification action and the specific violation(s) of this Agreement that give rise to the proposed action;
 - b. The date, time, and location the review panel will convene;
 - c. The subject of the proposed action will have 14 calendar days from the receipt of the notice letter to do the following:
 - i. (a) Respond in writing to the proposed action
 - ii. (b) Request additional time, if necessary, for presenting information;
 - iii. (c) Notify DTMO officials concerned of any intent to present information to the review panel in person or telephone conference; and
 - iv. (d) Submit four copies of all information it wishes the review panel to consider.
 - d. That failure to respond to a panel notice will result in the review panel basing its decision upon the material before the review panel when it convenes; and
 - e. If circumstances warrant, the notice may also require the Company to provide/update information identifying all affiliates.
3. 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 review panel be convened at the earliest practicable date.
4. Any cause or condition supporting non-use, suspension, or disqualification which comes to the attention of the panel after scheduling a review panel may be joined with the pending review panel 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 review panel.

5. 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. Review panel members or advisory members may question a Company's witnesses about their testimony or about other information presented by the Company.
6. 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 a review panel 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. A review panel 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 review panel.

G.3 Composition of Review Panels

1. DTMO review panels 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).
2. Advisory members (non-voting) of review panels include legal counsel, action officers, and functional experts as appropriate.
3. In the event the review panel 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.
4. The review panel will meet at the time and place designated by the review panel chairperson. An review panel recorder may be used for recording the minutes of the review panel 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 review panel, 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 review panel.
 - a. Verbatim Records. A verbatim record of the review panel 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 review panel 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 review panel no less than 72 hours prior to the convening of the review panel and shall provide a copy to the DTMO upon request.
 - b. Access. To the extent allowed by Federal law and relevant to the matters being addressed, review panels may consider any and all information provided by the Company. Therefore, Review Panels shall be closed to all but the following persons:

- i. Representatives of the DTMO or the DoD Service or Agency or other Federal Government agency affected;
 - ii. Representatives of the Company;
 - iii. Witnesses; and
 - iv. Any other persons with the consent of the Company and the DTMO.
 - c. Any person not listed above must request permission to attend from the review panel chairperson at least 72 hours prior to the convening of the review panel. The chairperson has final approval authority for any request. Review panel deliberations shall be closed to all, other than the review panel voting and advisory members.
5. Review Panel Determination.
 - a. If the Company fails to respond to the notification letter within 14 days after receipt or any approved extension, the review panel will make a decision on the information available to the board when it convenes.
 - b. 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 review panel 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 review panel, the chairperson may cancel the review panel.
 - c. The review panel will consider relevant information, which may include, but is not limited to the following:
 - i. The allegations giving rise to the convening of the review panel;
 - ii. Investigative reports provided by such entities as the police, safety officials, or any law enforcement or similar agency;
 - iii. Company's written and oral presentation(s);
 - iv. Company's past performance under this or predecessor Agreements governing the U.S. Government Rental Car Program;
 - v. Special services provided by the Company which may be unavailable elsewhere;
 - vi. 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;
 - vii. Whether the Company has had adequate time to eliminate the circumstances within the Company's organization that led to the convening of the review panel; and
 - viii. The financial condition of the Company and the economic impact of the non-use, suspension, or disqualification.
6. After consideration of all relevant factors:
 - a. The review panel must first decide whether the allegation(s) cited are supported by a preponderance of the evidence. The review panel shall vote on each allegation listed in the notification letter.
 - b. If the review panel 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 review panel finds that any allegation in the notification letter is supported by a preponderance of the evidence, the review panel will decide whether to:

- i. 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;
- ii. 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;
- iii. suspend the Company for a designated period of time; or
- iv. impose a disqualification on the Company from participating in this Agreement.

When the review panel 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 review panel but thereafter discovered during the probationary period, may provide a basis for reinstating the original suspension or disqualification. Except when circumstances require otherwise, the Company will be given 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 review panel and additional non-use, suspension, or disqualification actions.

G.4 Review Panel Notification of Non-Use, Suspension, or Disqualification Determination

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

G.5 Period of Suspension or Disqualification

1. A period of suspension or disqualification will begin on the date specified by the review panel and will end at midnight Eastern time on the last day of the period unless the Company is reinstated sooner.
2. A Company suspended or disqualified for 6 months or more is required to re-qualify for reinstatement in the program.

G.6 Appeal of Determination

1. Companies may appeal a review panel decision within 15 calendar days from the date of receipt of the review panel decision letter. The decision(s) of the review panel will be effective while the appeal is pending, except when the appellate authority grants the Company's written request to stay a decision.

2. An appeal will be sent to:
Director, Defense Travel Management Office
4800 Mark Center Drive
Suite 05E22
Alexandria, VA 22305-9000.

Appeals will be independently reviewed by personnel appointed by the Director, DTMO, or his or her designee who have not been involved in the initial review panel decision.

3. 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 Company outlining the terms and conditions upon which the original review panel decision is being modified.
4. A determination by the DTMO director or his or her designee, to grant or deny an appeal will be considered final. The Company will be promptly notified in writing of the determination.

G.7 Notice to DoD, Other Government Agencies, and the Public

The review panel 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.