

STATEMENT OF WORK (SOW)
VEHICLE RENTAL BLANKET PURCHASE AGREEMENT
(BPA)

1 MARCH 2023

SECTION 1

GENERAL

1.1 **SCOPE OF WORK.** The contractor shall provide rental vehicles that are capable of transporting requested numbers of personnel and/or cargo weight. Vehicles shall meet all Federal, State, and local vehicle safety standards, codes, and ordinances in accordance with this agreement. Vehicles shall be provided for unlimited miles per rental period and for travel within the state the vehicle(s) will be acquired and bordering states.

1.2 **POINTS OF CONTACT.** The contractor shall provide a point of contact (POC) within the State of North Carolina within five (5) business days after the date of award who shall work with the Government to handle questions and resolve issues. The POC shall have the authority and ability to address and correct issues related to the implementation and operation of the agreement. Contractor shall notify the Government of changes in assignment of POC within five (5) business days of the new assignment. POC shall be available within one (1) hour of initial notification in order to resolve issues. Names, business address, phone numbers, and hours of operation are minimum information requirements that contractor shall provide. An alternate POC shall be provided when the designated POC is out of the office/unavailable. Arrangements for contacting the POC or representative, if applicable, after normal business hours shall be provided.

1.3 **NOTIFICATION TIMEFRAME.** The Government will provide a minimum of 72 hours notification of vehicle needs. Contractor shall not be responsible for meeting requirements when less than 72 hours' notice is given. If the Contractor is able to meet the needs of a lesser notification window, no premium price will be paid by the Government.

SECTION 2

DEFINITIONS

2.1 TECHNICAL DEFINITIONS

2.1.1 **Vehicle Availability** – Contractor shall locate, source, and obtain acceptable vehicle types within five (5) business days of request.

2.1.1.1 If a vehicle type is not available, contractor has the option to provide a substitute vehicle of same or greater capability/capacity at no additional cost to the Government. Changes to vehicle types, colors or capability must be discussed and approved designated Government Representative prior to substitution. Contractor shall note on invoice that a vehicle of greater capability/capacity than requested was substituted at same or lower price in accordance with the terms and conditions of the agreement.

2.1.2 **Acceptance inspection** – A joint inspection (contractor and Government employee) performed on all vehicles at time of pick up, prior to Government acceptance.

2.1.3 **Operating Expenses** – Gasoline or other fuel type required to operate vehicle.

2.1.4 **Accident repairs** - Repairs required as a result of collision; regardless of whether object collided with a vehicle, or whether vehicle requiring repairs was the moving unit.

2.1.5 **Criminal act** - A violation of criminal or civil law.

2.1.6. Disabled vehicle - A damaged, worn out, or malfunctioning vehicle.

2.1.7 Fair wear and tear - The deterioration of items attributed to normal usage.

2.1.8 Hostile act - An act of war.

2.1.9 Scheduled maintenance - Periodic prescribed inspections or servicing of vehicle, accomplished on a calendar, mileage, or hours-of-operation basis.

2.1.10 Unscheduled maintenance – Maintenance that is not scheduled but is required to correct deficiencies and to restore vehicle to a serviceable condition.

SECTION 3

GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1 GENERAL. Government operator will be responsible for operator care (e.g., checking fluids, tire pressure, lights, etc.). If discrepancies are found, contractor is responsible for correcting problems. Government will supply fuel used in rental vehicles. The minimum age of Government operators is 18 years old.

3.1.1 Return. Government will return vehicles clean and free of damage. Vehicles will be returned with fuel at the same level as provided by contractor upon acceptance.

SECTION 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 GENERAL. Contractor shall provide specified vehicles and services required to keep vehicles in a safe, operational condition. Vehicles shall be delivered within timeframe agreed to at time of Government notification in accordance with this agreement and shall meet minimum acceptance criteria provided herein. Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and applicable laws.

4.1.1 Pick-up/Drop-off Location. Location to be determined at time of BPA Call Order. If incapable of dropping off or picking up at this location an alternate location must be agreed upon between the Government and the Contractor 24 hours or more prior to original pickup /drop-off time. Alternate location must be within a reasonable distance of the original location.

4.1.2 Insurance. Contractor shall carry insurance to cover cost for replacement or repair of vehicles stolen, damaged through criminal acts, natural acts (commonly called acts of God), or hostile acts. Insurance is to preclude Government from being held liable for claims generated from any of the above. States that training will be conducted in are North Carolina, South Carolina, Virginia, Mississippi, and Washington D.C.

4.2 VEHICLES. An acceptance inspection shall be performed on vehicles at time of pick up. Inspection ensures overall condition of vehicle is satisfactory. If discrepancies identified during acceptance inspection cannot be remedied within one (1) hour of time of pick up, contractor shall provide a substitute vehicle. The following minimum criteria shall be met at time of acceptance inspection:

4.2.1 Condition. Both exterior and interior of vehicles shall be clean and free of excessive soil, rust, and damage. Fuel tank shall be full.

4.2.2 Safety Items. Each vehicle shall meet United States Department of Transportation safety requirements.

4.2.3 Heating and Air Conditioning. Each vehicle shall be equipped with operable heating and air conditioning systems.

4.3 SERVICES. The following services shall be provided by the contractor:

4.3.1 Repairs due to Operator Negligence. Cost of parts and labor for maintenance on damages resulting from operator negligence may be submitted through the Contracting Officer for investigation and consideration of payment. If charges are approved, they will be executed through contract modification or a contract/agreement outside of the current BPA.

4.3.2. Mechanical and Safety Issues with Rented Vehicles – If, in the Government’s judgment, a vehicle becomes impaired or unsafe to operate, contractor shall replace vehicle upon notification at no additional charge. Contractor shall deliver replacement vehicle to location identified by Government within four (4) hours of being notified. Contractor shall be responsible for all repairs and towing of impaired vehicle.

4.3.2.1. In the event of a flat tire, contractor shall repair/replace damaged tire or supply replacement vehicle at no additional fee.

4.3.2.2. Contractor shall provide a 24-hour toll-free roadside assistance number to Government at time of vehicle pick-up. Contractor personnel operating roadside assistance number shall be familiar with and have access to terms and conditions of this agreement.

4.3.2 Recovery. Upon notification, contractor shall recover disabled vehicles. Recovery service shall be available 24 hours a day, seven days a week, 365 days per year (24/7/365).

4.3.3. Accidents – Government will notify contractor of accidents involving rental vehicle while in Government possession. Government will provide information and documentation concerning accident, as requested by contractor. Government will reasonably cooperate with contractor in investigation of accident claims and demands in recovery of damages from liable third persons.

4.4

5.0 VEHICLE TYPES. The following vehicle types are required (Table below shows some examples of the types of vehicles required).

CARS

- ☐ Economy
- ☐ Compact
- ☐ Standard
- ☐ Full Size
- ☐ Premium
- ☐ Luxury

SUVs and Vans

- ☐ Minivan
- ☐ 10-15 Passenger Van
- ☐ SUV (Small, Medium, Large, and Premium Size)
- ☐ Cargo Van (1/2 ton and 3/4 ton)

TRUCKS

- ☐ Pick-Up Truck (2 and 4 wheel Drive, 1/2 ton, and 3/4 ton)
- ☐ Box Truck (12', 16', 20', 24', and 26')
- ☐ Stake Beds Truck (12', 16', 20', and 26')

24 foot Box Truck
4x4 SUV, SUBURBAN
15 PAX VAN
CARGO VANS
4x4, 4 DOOR TRUCK (4 WD)
4x4 SUV (TAHOE)
4x4 SUV (SUBURBAN)
20-24 FOOT BOX TRUCK
CARGO VAN

Optional accessories: Navigation Systems (GPS)

6.0 DELIVERY TICKETS

6.1 The Contractor shall issue the individual receiving a vehicle(s) a delivery ticket per standard commercial or industry practices. Delivery ticket shall contain the following minimum information and shall accompany all shipments or deliveries under this Agreement:

- a. Name of Contractor
- b. Blanket Purchase Agreement number
- c. Date of call
- d. Call number
- e. Itemized list of vehicles rented under call number
- f. Quantity, unit price and extension of each vehicle, less applicable discounts
- g. Date of delivery
- h. Pre-rental checklist
- i. Date of return
- j. Name of individual who placed the call

7. INVOICE AND ACCEPTANCE

7.1. The Contractor shall submit invoices in Wide Area Work Flow (WAWF) for acceptance and payment for all BPA Calls upon services being rendered. The Contractor shall submit all invoice and receiving reports directly to Wide Area Workflow (WAWF) in accordance with the instructions included in the Call/Order. The Acceptor will verify billing against government records to ensure the proper rate is being charged. Accuracy of all invoices is extremely important. Noted invoice discrepancy(s) by the Government during any monthly processing periods, shall be rejected, and resubmitted by the contractor within seven days from receipt date for continuous processing in accordance with Prompt Payment Act (USC, Title 31, 3903(a)) and OMB Circular A-125, Prompt Payment, as revised. All discrepancies will be documented and will serve as official documentation in the evaluation of the contractor's past performance.

9.2. An investigation will be conducted by the Government upon receiving a claim for the repair of damages to a motor vehicle(s). A Contracting Officer's decision shall be issued in accordance with Federal Acquisition Regulation (FAR) 33.211(d)(1)(2)(3).

10. PERIOD OF PERFORMANCE. The ordering period for this BPA is 1 August 2023 – 31 July 2028.