

**Special Item Number (SIN) 532111  
Automotive Equipment Rental and Leasing  
Rental Supplemental Vehicle Program (RSVP) Requirements  
06/30/2023**

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**1. SIN DESCRIPTION**

SIN: Automotive Equipment Rental and Leasing – Rental Supplemental Vehicle Program (RSVP)

NAICS: 532111

Open to All Sources

Vehicle rental and services provided by contractors who own the assets to supplement the government federal fleets and/or for official business vehicular needs for other than temporary duty travel purposes. Vehicle assets must be properly tagged and registered to the contract supplier providing the required contracted services. Typical rental requirements include, but are not limited to:

- temporary replacement of a fleet vehicle damaged as a result of an accident or incident;
- temporary replacement of a fleet vehicle undergoing maintenance;
- supplemental transportation support for fleets;
- supplemental transportation support for special events (e.g., G8 Summit, conferences, training, campaigns);
- transportation support for national and natural disasters, emergencies, and/or continuity of operations tests and drills; etc..

The Contractor shall provide vehicles and rental services to assist the Government in meeting its business needs for direct purchase of temporary supplemental rental of vehicles. These would include vehicle rentals to Government Agencies for Official Government business use other than temporary duty travel (TDY). This may include, but is not limited to the following:

- Reservation Services
- Online Booking
- Pick Up & Return Services
- Vehicle Readiness
- Fueling / Re-Charging
- Driver Assistance
- Roadside Assistance
- Navigation Assistance
- Special Vehicle Needs (e.g., hand controls, wheel chair lifts, etc.)
- Reporting and Internet Tools
- Billing Services
- Consulting Services

Typical tasks may include, but are not limited to:

- Make vehicles available at Contractor facilities for pick up, or require vehicle delivery and pickup
- Assist drivers (e.g., accidents, lost, special needs)

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- Develop direct connect central reservation service for RSVP needs
- Develop strategies to support the Government agency vehicle rental replacement supplement
- Develop reporting package to analyze usage and manage RSVP Program
- Analyze / aggregate Government data to facilitate program management by agency and vehicle type and average length / cost of rentals
- Conduct customer satisfaction surveys

## **2. SCOPE AND COMPLEXITY**

The Contractor shall:

- Provide assets with a full range of vehicle type(s) and services necessary to satisfy ordering agencies' vehicle rental requirements. The Government is seeking services that industry normally accords to commercial replacement type customers with most favored customer pricing.
- Be capable of providing inventory of vehicles and services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

## **3. PRICING**

### **Pricing Limitations:**

1. Weekly rates must not exceed 6 times the daily rate.
2. Monthly rates must not exceed 4 times the weekly rate.
3. One Way rates will be based upon either:
  - Total mileage during the rental; or
  - Direct mileage distance between point of pickup and point of return

The Contractor shall:

- Provide vehicle rentals at rates that are guaranteed for the requested location to the Government Agency, typically for those periods required to supplement vehicles and for the duration of the task order requirement
- Provide Multiple Award Schedule Contract Pricing and Task Order quotes for daily, weekly, and monthly rates in dollars for U.S. locations and in local currency in international OCONUS locations.
- Recognize that the Government is generally tax exempt, and state and local taxes are not payable by the Federal Government on its vehicle rentals. Tax exemption is governed by the appropriate taxing authority. Tax exemption letters for the U.S. Government are on file at <https://smartpay.gsa.gov/content/state-tax-information>.

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The Contractor may itemize on the rental contract, any state and local government fees not tax exempt, and surcharges that cannot be included in the rate, and are applied to all rentals at that location. If assessed, these additional charges MUST be listed in the distribution systems used by the Contractors. The Contractor is required to substantiate the charges and taxes upon request of the renter or Government Agency office. Government Administrative Rate Supplement (GARS) fees are prohibited.

- Offer rates which will not be subject to blackout dates or minimum rental periods.
- Provide last vehicle availability for the rate charged or provide a vehicle in the next higher classification at no additional charge.
- Offer rates without penalty restrictions.
- Offer rates based on unlimited mileage with the exception of one-way rentals. Rates and drop charges for one-way rentals in the Continental U.S. may be offered. The Contractor has the option of charging mileage costs for one-way rentals and any other charges not prohibited herein and listing those charges in its offer in accordance with its commercial practice.
- Ensure contract rates are displayed in the Contractor's distribution channels and such displays ensures that the contract rate will be quoted and charged with the proper customer discount program number (CDP#).
- Ensure that weekly rental rates shall not exceed 6 times the maximum charged daily rate in the Contractor's distribution channels with a notation to check for available lower rates on some rentals.
- Task Order pricing should not exceed the Supplier awarded Multiple Award Schedule ceiling pricing and discounted pricing should be priced appropriately for volume of vehicles ordered and number of days required.

#### **4. GENERAL REQUIREMENTS**

The Contractor shall:

- Provide commercial vehicles and rental services using a wide variety of vehicle types. There are no minimum rental requirements. However, there is a maximum vehicle rental service time period – not to exceed 120 consecutive days for any one vehicle rented. During the maximum rental period, the contractor may require the vehicle to be returned for proper servicing and maintaining the warranties and safety requirements of the vehicle. This includes service re-calls associated from the manufacturer's safety updates. Services can be used for single or multiple passenger shuttle transportation between and among buildings; driver assistance services; airport transport; VIP transport, etc. within or between cities.
- Furnish all vehicles, insurance information, fuel information, driver assistance

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information, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide vehicle rental services for ordering agencies.

- Ensure participating dealers and locations (in both city and suburban areas) comply with contract terms and conditions. The Contractor shall identify all participating dealers and locations, along with their hours of operation. The Contractor shall provide a complete electronic list (e.g., web) and update the list as changes are made.
- It is required that the contractor has the assets (vehicles) to ensure that if the primary vehicle becomes inoperable due to a mechanical problem or other issue that they have the assets, with the same capabilities or better, readily available to complete the mission in the time frame agreed to in the SOW.
- Companies based outside of the U.S. and its possessions participating in the U.S. Government Contract must abide by the same terms as U.S. based companies, including insurance coverage and quality service programs for Government renters. All non-US based Companies must have an English-speaking representative, and all written communication must be in English to include rental documents and quarterly Government rental sales / revenue reports.
- Adopt commercial standards and best practices wherever possible.
- Provide dedicated Government support.
- Provide a toll-free or collect telephone number for both domestic and international customers.

## **5. SPECIFIC REQUIREMENTS**

- A. **Vehicles:** Rental vehicles will be properly licensed, clean, and maintained and meet federal, state, and local safety standards, in a safe operating condition, be no more than four years old, and have no more than 60,000 miles on the odometer. The vehicles will contain a full tank of gas or provide a properly full charged for electric vehicles at the time of delivery. Renter is expected to return the vehicle with a full ("F") tank of gas / fully charged vehicle or renter will pay for refueling / re-charging fee by the Contractor.
- B. **Rental of Vehicles:** Through the Task Order acquisition process, Government Agencies are the official procurers of these vehicles and are renting these vehicles for the express use of performing their mission requirements. The Government Agency will designate an employee to receive the vehicle. Acceptance of drivers authorized to operate vehicles rented under this Contract, if properly licensed, include the receiver, and without additional charge, the Government Agency employees while acting within the scope of their mission requirements. Such additional drivers need not be listed on the rental contract. Government employees who are age 18 or older, (persons authorized to operate vehicles who have been granted permission by the Government agency) if otherwise eligible, may operate vehicles under this

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contract when on official Government business. The Contractor shall ensure vehicles are rented with proper authorization in accordance with agency instructions. The Contractor may require employee identification and ensure proper form of payment is issued. A Government employee's official identification and driver license is authentication for pickup unless otherwise specified by the ordering agency. At the request of the Contractor, the renter will provide a current official duty mailing address, and telephone number.

- The Contractor shall have a process to accommodate rental reservations through a Reservation Center as well as electronically to assist the Government with reservations. Reservation Agents receiving telephone requests will: quote contract rates, verify participating locations and their hours of operation, and will advise renters of vehicle delivery or pick up and drop off locations, as well as clearly explain the terms of early return of vehicles (i.e. "rental fees cover the period of time from pick-up until return of vehicle") prior to the order being placed.
  - Reservations may be made by telephone or through the Contractor's distribution channels such as Global Distribution Systems or direct connect worldwide web portal applications. Purchase Card numbers will not be required to make reservations, however, will be required prior to or for pick up or delivery, unless another authorized form of payment is used (e.g., Fast Pay, or purchase order). A confirmation number and the local rental location telephone number will be provided at the time a reservation is made. In addition, a confirmed reservation will be held for a minimum of 2 normal business hours after renter's scheduled pick up or delivery time.
  - The Contractor will notify renters that in the event of an accident or if repairs become necessary, the renter should immediately notify the Contractor by calling the toll free telephone number, or other telephone number provided by the Contractor and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The renter will notify the Contractor of any accident and obtain a police report for the company if one is reasonably available and will fill out a contractor accident report when requested to do so. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.
  - The Contractor shall ensure rental vehicles are ready for dispatch, and to the extent possible, all necessary paperwork is complete and ready to sign when the driver arrives at the rental location or the vehicle is delivered.
- C. **Rental Rates:** The Rental Rates to ordering agencies provided are predicated on the expectation of prompt payment (within 30 days) by the ordering agencies. Rental rates confirmed by the company will be guaranteed and honored for 120 days from the time of reservations. Contractor failure to honor reservations will be grounds for terminating the contract. If the size/class vehicle reserved is not available, the Contractor shall substitute an upgraded vehicle at the same price or, with the renter's consent a smaller vehicle at the reduced rate.
- D. **Form of Payment:** The Contractor shall ensure the proper form of payment (e.g., GSA SmartPay3 Purchase Card, Convenience Check, Purchase Order, etc.) is accepted at each participating dealer and location. The following vendors currently issue official U.S. Government Visa and MasterCard charge cards for official use: Citibank and US Bank. The

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current official Government Visa credit cards are identified by the prefix number 4486 and 4614; the current official Government MasterCard card begins with 5565 and 5568.

Charge card contractors and prefixes are subject to change as the underlying charge card contracts are re-competed (generally once in every 10 years). If a GSA SmartPay card is used, the Contractor shall not pre-bill for the estimated amount of the rental. The Contractor shall credit refunds directly back to the form of payment used.

- E. **Liability and Insurance:** As the Government settles claims through Tort Claims supplemental or commercially available insurance (Liability (LDW) and Collision (CDW) Damage Waiver) for domestic RSVP rentals is NOT a chargeable expense to the ordering agency under this contract. For OCONUS / international RSVP rentals, supplemental or commercially available insurance is a chargeable expense if required by the country / jurisdiction. For international RSVP rentals, the Contractor shall advise renters of additional daily insurance charges at the time of reservation confirmation and when the vehicle is picked up or about to be received regarding any additional insurance charges. These charges shall be placed as a separate charge, become part of the rental contract, and be subject to audit as may be required for payment.

In the event of loss or damage, the Government will be responsible for the repair and/or reimbursement cost of the value of a vehicle subject to the clauses FBG-C-FSS-0001 and FBG-C-FSS-0002 (see the full text of these two clauses below).

- F. **Claims:** Claims for loss or damage to a vehicle shall not include amounts for administrative costs, loss of use, or cost of replacement. If a claim is submitted, the Contractor is to submit to the ordering activity the following information:
- Statements and information exchange from the driver(s).
  - Itemized bills from the Contractor to ensure the claim is valid, not yet settled, and in an amount commensurate with the actual damages.
  - Police accident report(s).
  - Statements from witnesses when available. Copies of police traffic citations when issued. • Any other information the Contractor feels is relevant and will assist in the resolution of the claim.

G. **FBG-C-FSS-0001 LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES (SEP 2019)**

- (a) The Government shall be responsible for loss of or damage to:
1. Motor vehicles rented under this contract, except for:
    - (i) normal wear and tear,
    - (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees,
    - (iii) loss or damage covered by the motor vehicle manufacturer's warranty or loss or damage attributable to a manufacturing defect
    - (iv) Car Sharing Services; and
  2. Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28U.S.C. 2671-2680).

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(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor's commercial practice but in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective:

- (1) for such period as the laws of the State in which this contract is to be performed prescribe or
- (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(f) The Government shall not be responsible for any loss or damage to any motor vehicles used in Car SIN 532111 Automotive equipment rental and leasing caused by Contractor negligence or liabilities,

**H. FBG-C-FSS-0002 Accident/Theft – Rented Motor Vehicles (Does not apply to Car Sharing Services) (SEP 2019)**

The Government will notify the Contractor of vehicle losses due to accident or theft within a reasonable period of time of such occurrence. The Government will reimburse the Contractor, in those cases for which the Government is responsible for loss or damage under clause FBG-C-FSS0001, LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES, the value of the vehicle to be determined by the Kelley Blue Book (KBB) rating standards at the time the vehicle was damaged beyond economical repair or was stolen (without subsequent recovery or recovery but at total loss), less any payments (at the applicable daily, weekly, or monthly rate) made subsequent to such theft or accident resulting in total damage loss and less the salvage or scrap value (or other value) of the motor vehicle. The Government shall not be responsible for any loss or damage to any motor vehicles used in Car Sharing Services.

## **6. REPORTING REQUIREMENTS**

The contractor shall submit reports as identified herein.

**A. Frequency.** Reports are due quarterly in accordance with the following schedule.



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Report Period	Due Date
January 1 and March 31	<b>April 30</b>
April 1 and June 30	<b>July 30</b>
July 1 and September 30	<b>October 30</b>
October 1 and December 31	<b>January 30</b>

**B. Submission Instructions.**

- The information shall be provided in an electronic commercial format readable in Microsoft Excel 2010.
- The report shall be:
  1. Uploaded into the Sales Reporting Portal (SRP) <https://srp.fas.gsa.gov/> **as an attachment** to the contractor’s quarterly IFF and sales reporting. **AND**
  2. E-mailed to [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov) and [onthego@gsa.gov](mailto:onthego@gsa.gov)

*The Email Subject Line must read: **Quarterly RSVP Services Report by Agency***

*The Email content must include:*

- GSA Contract Number;
- Company’s Name; and
- The Special Item Number (SIN)

**C. Transactional Report.**

1. The Contractor shall provide a transactional report which details:
  - each ordering agency’s vehicle rental expenditures for the given report period;
  - the overall cumulative Government rental expenditures; and
  - all passenger information for transactions paid by all forms of payment, including, but not limited to Government Charge Card in all reports.
2. Domestic and international rentals shall be reported separately for each report.
3. Reported data elements shall include, but not be limited to, the data fields outlined in the chart below.

Agency	FIPS Code	Number of Rentals	Dollar Value of Rentals	Vehicle Classes Rented (Indicate Total for all Vehicle Classes Offered)			Total Rental Days	Average Rental Days	Average Miles Per Rental	Average Miles Per Day	Average Daily Rate
				Economy	Standard	Economy, etc.					

4. Transactional reports are required even if no services were provided during the reporting period. The failure to submit the transactional report may result in negative evaluation when considering performance rating for renewing options and may result in termination of the contract.

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**D. Fraudulent Use Report.** The Contractor shall provide the GSA Contracting Officer a quarterly report listing any suspected fraudulent use of its GSA contract by authorized or unauthorized users (e.g. using the contract for personal use vs. official Government purposes). Contractors may report suspected fraudulent use to the GSA Contracting Officer at any time.

The Contractor shall include such information that would identify the possible fraud that occurred. The information, if applicable, should include the name of the agency, account number if applicable, name and address of account, point of contact and phone number for the account, billing and payment information, the reason why it suspects fraudulent use, and any action taken by the Contractor. The Contractor shall provide any other additional relevant information.

**E. Agency Reports.** The Contractor shall provide Government agencies with standard commercial and custom reports as requested. It is expected that these reports will include at a minimum, the company name, renting city, renting state, total number of vehicle rentals, number of economy vehicles, number of compact vehicles, number of mid-size vehicles, number of full-size vehicles, number of mini-vans, number of other class vehicles, average number of days rented, average number of miles/kilometers driven per day contracted, no-shows, cancellations, early returns, and extended rentals. Reports should be available on a monthly, quarterly, and yearly basis, and have the ability to roll up data at an aggregate level for the agency.

## **1. DEFINITIONS**

**Centrally Billed Account:** A fleet Fast Pay account or charge card/account established by the GSA SmartPay Contractor at the request of the agency/organization. These may be card/cardless accounts. Payments are made directly to the Contractor by the Government agency/organization. For purposes of the RSVP Requirements document, purchase orders are also considered a centrally billed account.

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at: <https://www.nist.gov/itl/itl-publications/federal-information-processing-standards-fips>. All Government Agency reports will be reports by the Agency Name and associated FIPS code number.

**Fiscal Year:** October 1 through September 30

**Industrial Funding Fee (IFF):** The IFF reimburses the General Services Administration for the costs incurred in procuring and managing the Transportation, Delivery and Relocation Solution schedule. The IFF is to be built into the RSVP pricing offered and reported quarterly via the Sales Reporting Portal (SRP).

**Replacement/Supplement:** This includes vehicles to supplement fleets, provide loaner services in maintenance or accident repair cases, accommodate special needs or events (e.g., Government or agency specialty events, (conferences, emergencies to include national and natural disasters), utilize vehicles via direct purchase from the Government and through direct

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pay of centrally billed accounts, etc.

**Temporary Duty Travel (TDY):** Travel at a place, away from an employee's official duty station, where the employee is authorized to travel.