

**STATE OF COLORADO**
**BASIC ORDERING AGREEMENT  
COVER SHEET & SIGNATURE PAGE**
Date: **April 13, 2009**BOA Number: **BOA-JH-00001-09**

**Return all  
Sealed Proposals to:** State Purchasing Office  
633 17th St., Suite 1520  
Denver, CO 80202

Purchasing Agent: **Judy Haugh**BOA Opening Date: **May 15, 2009**BOA Opening Time: **2:30 p.m. (MST)**

All Proposals Shall be Quoted F.O.B. Destination unless Otherwise Specified

**Automobile, Cargo Box Truck, Utility Trailers**

Per the attached specifications, terms and conditions

F.E.I.N.: 20-3251037

Payment Terms:

(Minimum of Net 30) 30

Delivery Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signature acknowledges acceptance of all terms and conditions of the solicitation.

Typed/Printed Name: Michael WhiteTitle: Vice President Local Market Car and TruckCompany Name: Budget Truck Rental, LLCAddress: 6 Sylvan WayCity: ParsippanyState: NJZip: 07054Phone Number: 973-496-5155Fax Number: 973-496-3583

Contact for

Clarifications: Annette WandelTitle: Manager Sales AdministrationPhone Number: 973-496-6360Fax Number: 943-496-3583E-mail Address: Annette.wandel@avisbudget.com

Order Contact

Name/Phone/Fax Darron Whitehead National Reservation Center 1-800-633-3875  
363-785-0154 fax: 830-257-6661

**IMPORTANT:** The following information must be on the outside of the Proposal Return Envelope:**BOA- JH-00001-09 – May 15, 2009 (2:30pm MST)**

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the solicitation document thoroughly before submitting a bid/proposal. Vendors are required to submit Federal employer Identification Number (F.E.I.N.) prior to payment from the State of Colorado.

The State respects the environment and desires to do business with vendors who share this concern. Accordingly, the vendor who is awarded this solicitation agrees that, wherever required, all reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.)

Low Tie Bids: Low tie bids shall be decided in accordance with the provision of C.R.S., Section 24-103-202.5, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S., Section 24-103-202.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-103-101(6)(a) or C.R.S., Section 24-103-101(6)(b).

**This page must be completed, signed and returned with response.**





## **State of Colorado**

**Automobile, Cargo Box Truck, Utility Trailer**

**Basic Ordering Agreement**

**Solicitation #  
BOA- JH-00001-09**

**April 2009**

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## I. Basic Ordering Agreements

### A. Overview

The State of Colorado Purchasing Office, on behalf of the State Travel Management Program, seeks to establish statewide price agreements for automobile, cargo box truck & utility trailer rentals with multiple vendors via "Basic Ordering Agreements" (BOAs). All vendors who extend acceptable terms and conditions to the State in response to this BOA and whose rates are deemed fair and reasonable will be awarded statewide price agreements/BOAs. The State will be the sole judge as to what constitutes acceptable terms and conditions and also which specific rates offered are considered fair and reasonable. The terms and conditions of the price agreement/BOA govern and no other terms and conditions apply.

The State may enter into additional price agreements/BOAs at any time and may terminate any price agreements/BOAs as provided herein.

### B. Written Inquiries

The State will consider inquiries regarding the requirements of this BOA. All inquiries must be in writing and submitted to **Judy Haugh** in the State Purchasing Office. The State will not respond to any verbal inquiries. Inquiries must be sent by fax or e-mail to the attention of **Judy Haugh**.  
**NO LATER THAN: April 27, 2009 (4:00pm MST).**

Fax: 303 866-6016

E-mail: [judy.haugh@state.co.us](mailto:judy.haugh@state.co.us)

### C. BOA Response Submission

Interested vendors must provide three (3) sets (one "original" and two copies) in hard copy of their BOA and a summary page from the Secretary of State showing they are registered and are in good standing with the State of Colorado. BOA responses must be mailed or hand-delivered to the address listed below:

State Purchasing Office  
633 17<sup>th</sup> Street, Suite 1520  
Denver, CO 80202  
ATTN: Judy Haugh

**DO NOT FAX Documents**

**NO LATER THAN: May 15, 2009 (2:30pm MST)**

### D. Form of Response

Identified sections of this BOA require a written response/offer from the vendor. For these sections, a "Vendor Response Box" has been provided. Vendors must provide a written response for each Vendor Response Box contained in this BOA. Vendors must read and sign the BASIC ORDERING AGREEMENT COVER SHEET & SIGNATURE PAGE and submit it with their offer. Completed and signed Exhibits K and L are required. In addition, a print-out of the summary page from the Colorado Secretary of State showing Vendor is registered and in "Good Standing" with the State of Colorado.

### E. Certification of Independent Price Determination

Your company needs to read and sign this document and submit it along with your offer. The signature needs to be from an individual within your firm with legal authority to bind your company to its offer. (This Exhibit is located on page 36 entitled Exhibit A).

**Vendor Response Box – Section I, E. Certification of Independent Price Determination**  
**Affirm your understanding of, and compliance with, these requirements.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

## **II. Background of the State Travel Management Program**

### **A. General**

The State of Colorado - Department of Personnel & Administration established the State Travel Management Program in the Division of Central Services. This program serves to reduce spending for official State of Colorado government travel through agreements with travel suppliers. As one feature of its program, the State seeks savings by establishing price agreements/BOAs with automobile rental agencies to obtain fair and reasonable rates and acceptable terms and conditions for the State of Colorado and Participating Political Subdivisions (P.P.S. detailed in III. C.). For the purpose of this solicitation "State Agency" refers to any department, board, bureau, commission, institution, or other agency of the state, including institutions of higher education. "State Employee" refers to the employees of any state agency.

**B. Travel Payment Program Provider** -means the commercial travel vendor that furnishes the travel payment program to the State. STMP shall notify all awarded vendors if the Travel Payment Program Provider should change during the term of the price agreement/BOA. U.S. Bank began as the Travel Payment Program Provider to the State on May 1, 2003. Currently, the State of Colorado, in conjunction with Participating Political Subdivisions, has approximately 15,000 U.S. Bank VISA accounts established for travel purchase needs.

**1. Travel Payment Program** refers to one or more of the following three forms of payment with the Travel Payment Program Provider-U.S. Bank VISA:

- "CTS" refers to the centrally billed corporate liability airfare accounts;
- "Central Travel Card" refers to the centrally billed corporate liability cards; and
- "Individual Card" refers to the individual liability cards in which the traveler bears the responsibility for payment.

The Individual Card does NOT qualify for tax-exempt status. Individual Cards issued to State employees include:

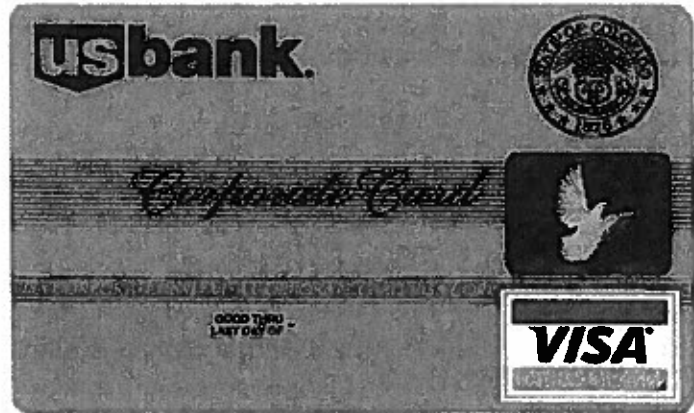
- the printed statement "The State of Colorado" with the State of Colorado Seal in the upper right corner
- the name of the state agency, higher education institution, or PPS of the cardholder impact printed under his or her name.

The Central Travel Card DOES qualify for tax-exempt status and carries corporate liability with all the features and benefits of a Individual Card. Central Travel Cards issued to State employees include:

- the printed statement "The State of Colorado" with the State of Colorado Seal in the upper right corner
- the words "Tax Exempt" followed by the Tax Exempt number impact printed under the name of the Central Travel Card cardholder



**SAMPLE  
Individual CARD  
&  
Central Travel CARD**



The CTS Account will mostly be used for airline travel and it is not likely that it would be used for automobile rentals.

Automobile rentals for periods of more than thirty-one (31) days are *prohibited*.

## 2. Insurance Issues

With regard to automobile rentals, the Travel Payment Program provides renters with **primary** collision damage waiver/loss damage waiver (CDW/LDW) coverage except for vans with a capacity of more than eight (8) passengers, cargo vans, recreation vehicles and trucks. The Individual Card and the Central Travel Card include CDW coverage on most other vehicles. More information can be found in the contract between US Bank and the State of Colorado (Exhibit H – VISA Commercial Card Benefits Package, *Excluded Vehicles*). Vendors may request a copy of Exhibit H by contacting Judy Haugh at 303 866-6143 or [judy.haugh@state.co.us](mailto:judy.haugh@state.co.us).

## C. Program Data

The Travel Payment Program Provider data indicates the FY08 (July 1, 2007 - June 30, 2008) Annual Spend of \$50,700,000; of which an approximate \$18,800,000 is on airfares. Extrapolating from current usage using the Travel Payment Program, the State can make an estimate on spending for automobile rentals at approximately \$2,400,000 per year. This corresponds to five percent (5%) of the total Travel Payment Program spend. Approximately \$750,000 of the Annual Rental Car Spend is In-State rentals. This corresponds to thirty-one percent (31%) of the total rental car spend.

Travel Payment Program Data Automobile Rental Spend Table I			
Year	Total Spend	Award Spend	% Compliance
July 1, 2007 – June 30, 2008	\$2,376,187.67	\$2,100,330.76	88%
July 1, 2006 – June 30, 2007	\$2,291,525.97	\$1,980,506.75	86%
July 1, 2005 – June 30, 2006	\$2,099,711.62	\$1,819,223.84	87%

In addition, the State Travel Management Program has identified a need for cargo box trucks and utility trailers as indicated in the following table:

Travel Payment Program Data Cargo Box Truck, Utility Trailer Rentals Table II	
Year	\$ Spend
July 1, 2007 – June 30, 2008	\$49,079.95
January 1, 2007 – June 30, 2007	\$13,674.43

***Automobile, Cargo Box Truck & Utility Trailer Rentals - State of Colorado – Basic Ordering Agreement***

The current State of Colorado automobile rental price agreements/BOA may be accessed via the following Internet navigation:

Go to: [www.gssa.state.co.us](http://www.gssa.state.co.us)  
Click on: [State Purchasing Office](#) (Includes state bidding opportunities)  
Click on: [State Price Agreements](#) (for Commodities/Services)  
Click on: [List of State Price Agreements](#) (for Commodities/Services)  
Click on: [Automobile Rental](#)  
The **State Travel Management Program** can be accessed at: [www.colorado.gov/travel](http://www.colorado.gov/travel)

**D. Rented Vehicle Physical Damage and Liability Claims under State Contract**

The State of Colorado has received vendor reports from its awarded automobile rental vendors that show vehicle damage for FY 2008 at \$57,145. In addition, the U.S. Bank VISA Collision Damage Waiver insurance (CDW) claims for FY 2008 total \$4,690. **All VISA claims must be submitted within 45 days of the incident date.**

**E. Average Number of Rental Days**

The State of Colorado vendor reports show that the average number of rental days is approximately four (4) days per rental.

**F. Renter Responsibilities** (include, but not limited to, the following:)

**1. Proper Use of Vehicle:**

Renter agrees the rental vehicle shall not be used:

- A. by a driver who is under the influence of alcohol or any prohibited drugs;
- B. for any illegal purpose;
- C. to push or tow another vehicle;
- D. to carry passengers or property for hire;
- E. in a test, race or contest;
- F. by an unlicensed driver;
- G. by a person other than an authorized driver with the minimum driver requirements;
- H. off paved, graded or maintained roads, or driveways, except when the Vendor has agreed to this in writing beforehand;
- I. by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws;
- J. by a driver who is under 18 years of age;
- K. Passenger vans with a capacity of 10 or more passengers do not meet the Federal Bus Safety Standards and shall not be used to transport children in the twelfth (12<sup>th</sup>) grade or younger for school related functions;
- L. Passenger vans with a capacity of 10 or more passengers shall not be operated or used in the District of Columbia, the States of Florida, Iowa, Maine, Massachusetts, New York, Rhode Island and the country of Canada;
- M. Travelers shall not smoke in the vehicles.

**2. Other Responsibilities:**

Renter agrees to:

- A. pay for vehicle rental using the State Travel Payment Program as defined in section II. Background of the State Travel Management Program, B.1.;
- B. limit vehicle rentals to thirty-one (31) days or less;
- C. report damage to rental vehicles to respective Travel Compliance Designee immediately AND file a claim with the Travel Payment Program Provider within forty-five (45) days;
- D. contact the State Travel Management Program ([www.colorado.gov/travel](http://www.colorado.gov/travel)) for assistance with responsibilities indicated in 2. Other Responsibilities C.

### **III. General Terms and Conditions**

#### **A. Rate and City Adjustment Requests**

##### **1. Rate Adjustment Requests**

In the first twelve months of a price agreement/BOA the rates shall NOT increase. Vendors may submit a request for a price decrease at any time. Vendors may, at their own option, request a rate adjustment (rate increase) for any cities for which they have a price agreement/BOA after the first 12 months. The rate adjustment request must identify the specific cities/states affected and for which specific rates (vehicle classification/daily, weekly and/or monthly rates, etc.) adjustments are being requested. However, the State will consider price increase requests only once per quarter. For purposes of this price agreement/BOA, quarters are defined by the following schedule:

**January 1 – March 31**

**April 1 – June 30**

**July 1 – September 30**

**October 1 – December 31**

Price increase requests must be made in writing and received by the State Purchasing Office no less than thirty (30) calendar days prior to the end of the then current quarter.

In reviewing any proposed price increase request, the State, at its own option, reserves the right to utilize independent third party sources such as Consumer or Producer Price Index to make a determination. The State will review the request and, at its sole option, may accept, negotiate or reject the proposed adjustment. The State will make requested price adjustments if the proposed pricing is fair and reasonable. However, vendors should be aware that the State may cancel price agreements/BOAs if pricing does not remain competitive or may encourage travelers to use lower priced price agreements/BOAs in certain markets.

##### **2. City Adjustment Requests**

Vendors may, at their own option, submit a written request for cities to be added or removed from their price agreement/BOA. A request to remove a city from the price agreement/BOA must be submitted in writing to the State Purchasing Office no less than sixty (60) calendar days prior to the action. A request to add a city to the price agreement/BOA must be submitted in writing to the State Purchasing Office no less than thirty (30) calendar days prior to the addition. The request must include the rates for all classifications of vehicles for which service will be provided at the requested city location. The rates offered must be fair and reasonable. The State will be the sole judge as to what constitutes fair and reasonable pricing. The State, at its own option, may choose to accept, reject or negotiate a rate for any city that the vendor would like to add to the price agreement/BOA.

#### **B. Vendor Terms and Conditions/Forms**

Vendors may submit supplemental terms and conditions and/or use separate with their offer. The State has the sole discretion to accept any supplemental terms and conditions and/or vendor forms.

The State will not accept any vendor terms that conflict or are otherwise inconsistent with the terms and conditions of the price agreement/BOA or are contrary to State law. Neither the State nor any of the State's authorized travelers/renters will be bound by any agreements that contain such conflicting language regardless of the execution of such agreement by the traveler/renter or cardholder. **For example, the State will not indemnify, defend, or hold harmless any vendor.**

The vendor will accept the State of Colorado "Comprehensive Annual Financial Report" (CAFR) to satisfy any credit application or financial reporting requirements. The CAFR may be viewed on the Internet at the following web address: <http://www.colorado.gov/dpa/dfp/sco/cafr/cafr.htm>

**Vendor Response Box – Section III, B. Vendor Terms and Conditions/Forms**

**1. Affirm your understanding of, and compliance with, these requirements.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**2. Has your company submitted supplemental terms and conditions and/or separate forms? If so, provide the header or name of each form submitted. (Label this Exhibit B)**

**Response:** Yes, Budget Truck Rental has submitted supplemental terms and conditions. See Exhibit B – Vendor Terms and Conditions

**C. Political Subdivisions**

Political subdivisions are defined as every county, city and county, city, town, school district, special district and housing authority within the State of Colorado. Political subdivisions have the option to participate with the State Travel Management Program (STMP). This requires the submission of the Inter-Government Agreement (IGA) which outlines the responsibilities of both parties (e.g. STMP and Political Subdivision). In addition, only political subdivisions of the State of Colorado who have signed a Participating Affiliate Addendum in conjunction with the IGA are eligible to rent automobiles, cargo box trucks and utility trailers under the terms and conditions of any resultant price agreements from this price agreement/BOA. Vendors awarded a price agreement under this BOA will extend the same price agreement terms and conditions to any political subdivisions that have signed these documents with the State. (Participating Political Subdivision list available on the STMP website: [www.colorado.gov/travel](http://www.colorado.gov/travel) ).

All cards utilized by participating political subdivisions will parallel cards used by state employees as defined in: II. B. and II.B.1.

Credit application requirements for participating political subdivisions and payment of all amounts due must be fulfilled by the participating political subdivision and not by the State of Colorado.

Total purchase volume through the State Travel Payment Program for 16 participating political subdivisions for the period of July 1, 2007 – June 30, 2008 was \$64,600 with a total of 289 rentals.

**Vendor Response Box - Section III, C. Political Subdivisions**

**1. Affirm your understanding of, and compliance with, these requirements.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**D. Cardholder Compliance**

The State of Colorado has mandated use of its authorized State travel cards for automobile rentals. Compliance with these rules for fiscal year 2008 (July 1, 2007 – June 30, 2008) has reached approximately 88.51% of all usage. (See: Table I, Page 6)

**E. No Guarantee of Volume**

The State of Colorado makes *no* guarantee of volume. The estimates of volume and the usage of the Travel Payment Program for automobile, cargo box truck and utility trailer rentals in *no* way guarantee that an equal or a greater volume will be charged in the future.

**F. Mandatory Contract**

The State will make its arrangements with automobile, cargo box truck and utility trailer rental vendors through mandatory statewide price agreements resulting from these BOAs. It is incumbent upon State renters to use these mandatory price agreements unless the price agreement vendor(s) cannot provide the required service. From time to time, extraordinary circumstances may exist in which the State, or any of its agencies, may need to rent a vehicle(s) or utility trailer(s) from an automobile, cargo box truck, or utility trailer rental provider that is not under State price agreement/BOA.

**G. Enforcement of State Rules**

Each executive director of a principal department of state government is required by Executive Order D 005 03 to designate an individual to be responsible for overseeing compliance and enforcement of travel related rules and policies. The assigned individual is referred to as the "Travel Compliance Designee". The State cannot guarantee that every State renter and every agency will adhere to the State's Fiscal Rule 5-1 and Travel Rules.

The Department of Personnel & Administration or its designee(s) will continue to educate Travel Compliance Designees, Controllers, and Purchasing Agents within all State agencies and institutions of higher education regarding the applicability of the these rules as the rules affect any price agreements resulting from this BOA. In addition, the State will actively engage the cooperation of its Risk Management Offices and State Travel Compliance Designees in reinforcing the use of the state price agreement/BOA vendors.

**H. Direct Billing Waivers**

Direct billing is not allowed for any automobile, cargo box truck, and/or utility trailer rentals. This is due to the extensive insurance coverage provided by BOTH the State Price Agreement/BOA and State Travel Payment Program. In case of unforeseen circumstances, the vendor may request a direct billing waiver from the State Travel Management Program.

**Vendor Response Box - Section III, H. Direct Billing Waivers**

**1. Affirm your understanding of, and compliance with, these requirements.**

**Response:** Budget Truck Rental understands and complies with exceptions to article G. Enforcement of State Rules. BTR will not be held accountable for renters that are not in compliance with the State's Fiscal Rule 5-1 and Travel Rules.

**I. Information Dissemination and Contract Implementation**

The Department of Personnel and Administration or its designee(s) will inform all State agencies, institutions of higher education and participating political subdivisions of any price agreements that result from this BOA. Further, the State will regularly inform travel agencies servicing the State of Colorado such price agreements/BOA. The State of Colorado also uses its Web site to provide access to automobile, cargo box truck and utility trailer rental information and to inform its travelers/renters of its mandatory automobile, cargo box truck and utility trailer rental services vendors.

**J. Other Fees**

State of Colorado Fiscal Rule 5-1 indicates, *"Various upgrades provided at extra cost by vehicle rental companies such as satellite radio, GPS units, etc. are not reimbursable unless necessary for business or safety reasons and approved by the approving authority."* Therefore, it is desirable that special equipment, key delivery fees and/or replacement key fees for automobile, cargo box trucks and utility trailers be made available to the State of Colorado at no additional cost or at a specified reduced cost.

**Vendor Response Box - Section III, J. Special Equipment**

1. Affirm that your company has submitted a roster of any Special Equipment and/or Services provided FREE or at a specified reduced rate with your offer. Indicate the title of the list. (Label this Exhibit C)

**Response:** Yes, Budget Truck Rental has submitted a roster labeled Exhibit C.

**K. Frequent Flyer or Incentive Fees**

It is mandatory that any frequent flyer or incentive fees be blocked. The State of Colorado will not pay fees for State travelers to obtain frequent flyer miles or other incentives.

**Vendor Response Box - Section III, K. Frequent Flyer Reimbursement Fees**

1. Affirm that your company understands, and complies with, the requirements in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**L. Leisure Usage of Contract**

The State prohibits the use of the Travel Payment Program for personal or leisure rentals. Nonetheless, the State does allow vendors to extend specific prices and rates to State employees for personal or leisure use. If the contract rates are extended (not to include any insurance) to State Employees for leisure/personal use the corresponding volume will be included in the volume based revenue share. The vendors' willingness to extend leisure/personal use rates would be coordinated through the DPA Work-life Discount Program. (<http://www.colorado.gov/dpa/dhr/WL/empdisc.htm> )

**Vendor Response Box - Section III, L. Leisure Usage of Contract**

1. Affirm that your company understands, and complies with, the requirements in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**M. Marketing to State Users**

The State provides training events and vendors are invited, with pre-approval from the State Travel Management Program, to market to State agencies as a part of these events. All marketing materials MUST be preapproved by the State Travel Manager prior to distribution. This is in effort to provide accurate information for all parties involved.

**N. Insurance Refunds – Administrative/Recovery Fee**

Executive Order D 005 03 required the Department of Personnel & Administration to establish the Administrative/Recovery Fee due to unnecessary insurance sold to State travelers as identified in previous State audits. Therefore, vendors shall not sell separate Collision Damage Waiver (CDW/LDW) or Liability insurance to State travelers. In the event that a vendor does sell unnecessary insurance to a State traveler, the vendor shall refund the full amount of the insurance premium sold back to the respective cardholder account to which it was charged. In addition, the vendor agrees to pay a \$30.00 "administrative/recovery" fee to the Department of Personnel & Administration on a per rental basis.

**Vendor Response Box - Section III, N. Insurance Refunds – Administrative/Recovery Fee**

1. Affirm your understanding of, and compliance with, these requirements.

**Response:** We understand the requirements; however, we have a concern on refusing to

provide coverage to State travelers at their request, when it is possible that the rental could be used for personal use. We will work with the State on a case-by-case basis in the event that this occurs.

Renter must follow the Budget Truck Rental reservation process and present their Account Number when calling the Budget Truck Rental Reservation Center at 1-888-633-3875. Coupons or other promotional collateral bearing the Account Number, may not be used or presented at any rental counter at any time and are not valid unless presented while making a reservation through the Budget Truck Rental Reservations Center. Additionally, the State Administrative/Recovery Fee does not apply to individual rentals that are for personal use.

#### **IV. Insurance Requirements**

The State requires specific, minimum levels of insurance coverage for its travelers under the automobile rental price agreement/BOA program. The minimum coverage's are described below.

The vendor must have or obtain the following types of general business insurance –

##### **A. Standard Insurance Requirements.**

1. The contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

(i) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

(ii) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

(iii) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

2. The State of Colorado including all Agencies and Institutions of Higher Education and Participating Political Subdivisions of the State of Colorado shall be named as **ADDITIONAL INSURED** on the Commercial General Liability and Automobile Liability Insurance

**Automobile, Cargo Box Truck & Utility Trailer Rentals - State of Colorado – Basic Ordering Agreement**

policies. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

3. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the State by certified mail.

4. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

5. All policies evidencing the insurance coverage's required hereunder shall be issued by insurance companies satisfactory to the State.

6. The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section. (An example has been provided, labeled as Exhibit D)

7. Notwithstanding subsection A of this section, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

**Vendor Response Box - Section IV., Standard Insurance Requirements**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** We understand that the State is seeking \$1,000,000 Combined Single Limit Liability Insurance. Budget Truck Rental is happy to extend its coverage to take the primary position up to 100/300/25 provided the renter follows the Budget Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only.

Budget Truck Rental does offer an optional \$1,000,000 Supplemental Liability Insurance (SLI) for an additional fee and should the State elect to purchase such coverage for each business rental, such election will be made when the BTR account is set up. The optional SLI will also be available for consumer rentals utilizing the State discount.

**B. Insurance – Renter/Driver Liability**

The State requires renter/driver automobile liability insurance as described below. The vendor shall have or obtain the following type of insurance that will extend coverage to renters of vehicles provided by the vendor:

1. The vendor shall provide automobile liability insurance affording coverage to the State of Colorado and its approved drivers for the use of vendor provided vehicles. The insurance shall be in the **minimum** amount of \$1,000,000 combined single limit on an occurrence basis. Upon award and before execution of BOA the vendor will provide a certificate of insurance in the required amounts showing the State of Colorado as Additional Insured.



Combined Official and Leisure/Personal rentals: The State of Colorado Fiscal Rules recognize that the purpose of travel may not be solely for state business. Automobile rental vendors are to make the renter/driver liability applicable for the entire rental in the case of combined official business and leisure use, or they are to provide a process at the time of rental that will allow a reasonable allocation of personal and official business costs and renter/driver liability insurance coverage.

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #1**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #1.**

**Response:** We understand that the State is seeking \$1,000,000 Combined Single Limit Liability Insurance. Budget Truck Rental is happy to extend its coverage to take the primary position up to 100/300/25 provided the renter follows the Budget Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only.

Budget Truck Rental does offer an optional \$1,000,000 Supplemental Liability Insurance (SLI) for an additional fee and should the State elect to purchase such coverage for each business rental, such election will be made when the BTR account is set up. The optional SLI will also be available for consumer rentals utilizing the State discount.

**2. The vendor shall allow additional drivers who are on official state business at no cost.**

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #2**

**1. Provide a description of how your company will permit additional drivers who are on official state business (additional paperwork, signatures, restrictions, etc.). Affirm that such additional driver(s) will be allowed at no cost.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section. There is no charge for additional drivers if the rental is being charged under the Budget Truck Rental Account Number established for the State of Colorado. Driver must have prior explicit written or verbal permission by the renter to drive the vehicle. Driver must be properly qualified, licensed and meet BTR's age requirements and adhere to the State's Fiscal Rule 5-1 Travel Rules as a state government renter.

**3. If a rental vehicle is obtained by a state traveler for official state business through a frequent traveler bonus points program or other incentives, describe if, and how, the terms and conditions of this agreement, including minimum required insurance coverage's, will apply.**

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #3**

**1. Describe if, and how, the terms and conditions of this agreement, including minimum required insurance coverage's, will apply.**

**Response:** Terms and conditions of this agreement, including minimum required insurance coverage, will be applicable to all rentals at participating locations provided, that the renter follows the Budget Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only. Coupons or other promotional offers may not be used at the rental counter or in conjunction with the State of Colorado

Account #.

4. The State of Colorado shall be named as an **additional insured** on all liability policies.

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #4**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #4.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

5. The vendor must create, maintain, and report monthly to the State Travel Management Program all case reserves exceeding \$75,000 as detailed in this BOA. Vendor must report within 24 hours if possible and not longer than 72 hours, any accident involving State of Colorado employees using the State contract that, in the estimation of the vendor claims adjuster, might entail liability exposure of \$75,000 or more or in the case of serious bodily injury or death. Vendor must file monthly updates on claims as responses to State request for defense attorney/adjuster evaluations of exposure.

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #5**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #5.**

**Response:** Yes, Budget Truck Rental understands the requirements in this section. Budget will make every attempt to contact the State within 72 hours regarding case reserves exceeding \$75,000.

6. The vendor shall report, as a part of their response to this BOA, any corporate practices or policies of transferring driver/renter automobile, cargo box truck and utility trailer liability to the renter/driver or the renter/driver's employer under any circumstances irrespective of whether the type of vehicle or circumstances of such transferring of liability is contemplated by the vendor under the terms of the offer made to the State. Such reporting is to include a statement of the policy or practice and the enumeration of the conditions under which such transferring of liability is sought or achieved. The State seeks this information as a result of its long history of administering automobile rental agreements. With 20,000 travelers per year representing over 120 State agencies and institutions, some travelers may encounter a vendor document and be unaware of its intention or the personal jeopardy involved in signing such a document if it were offered.

To forestall such occurrence, the State seeks full disclosure of any vendor's corporate practice or policy of transferring automobile, cargo box truck and utility trailer/rental vehicle liability to the renter or the renter's employer. If such policy or practice involves vehicles commonly or occasionally rented to the public and by State of Colorado travelers but withheld from being offered by the vendor in its response, such withholding of service in the offer will be grounds for declaring the vendor's offer as unacceptable. Vendor shall not, under any circumstances, require or induce State renters or those eligible to use this price agreement/BOA to sign insurance certificates of endorsement that shift the liability to the renter or to the State of Colorado or any other entity other than the vendor.

**Vendor Response Box, Section IV., B. Insurance – Renter/Driver Liability,  
Item #6**

**1. Report and disclose any corporate practices or policies that fit any of the conditions and circumstances listed in Item #6.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

7. The insurance shall include a provision preventing cancellation without giving forty-five (45) calendar day's prior written notice to the State by certified mail.

**Vendor Response Box, Section IV., B. Insurance -- Renter/Driver Liability,  
Item #7**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #7.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

8. Vendor shall provide the following documentation to the State within seven (7) working days of a request therefore, unless otherwise provided:

a. **Certificate(s)** of adequate insurance coverage, each with a reference to the State being named as an additional insured,

**OR**

b. **Certificate(s)** of adequate insurance coverage and an **endorsement(s)** of additional insured coverage.

**Vendor Response Box, Section IV., B. Insurance -- Renter/Driver Liability,  
Item #8**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #8.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

9. The State will not agree to waive any liability provisions for group rentals.

**Vendor Response Box, Section IV., B. Insurance -- Renter/Driver Liability,  
Item #9**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #9.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

10. Combined Official and Leisure/Personal rentals: The State of Colorado Fiscal Rules recognize that the purpose of travel may not be solely for state business. Automobile rental vendors are to make the renter/driver liability applicable for the entire rental in the case of combined official business and leisure use, or they are to provide a process at the time of rental that will allow a reasonable allocation of personal and official business costs and renter/driver liability insurance coverage.

**Vendor Response Box, Section IV., B. Insurance -- Renter/Driver Liability,  
Item #10**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in Item #10.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**C. Vendor Obligations regarding Third Party Liability Claims**

Regarding any liability claim, the State requires:

1. In adjusting any claim, no vendor shall incur obligations or commit monies exceeding the combined single occurrence limit offered by the vendor in response to this BOA;
2. Vendor shall share case investigation and evaluation materials for any claim if requested by the State;
3. Vendor shall adjust all claims with payment and reserves of \$75,000 or more in consultation with the relevant State Risk Management Office.

**Vendor Response Box, Section IV., C. Vendor Obligations regarding Third Party Liability Claims**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**V. Management Information and Accident Reports**

**A. General**

The vendor must provide the management information reports normally supplied to a corporate client as well as ad hoc reports upon request. The State Travel Management Program will make every effort to minimize the number of report requests and necessary data elements. Vendors must provide samples of standard reports that include the following report capabilities:

- number of rentals per location
- class of automobile, cargo box truck and/or utility trailers rented
- average number of days of rental
- dollar volumes, forms of payment
- types of insurance purchased if any
- fuel options selected by renter
- other related data and percentages at each location showing activity
- charges for upgrades in service

**Vendor Response Box, Section V., A. General**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

- 2. Affirm that you have included samples of standard reports that fulfill all of the report capabilities listed above. List the titles of the standard reports submitted with your offer. (Label this Exhibit E)**

**Response:** Yes, Budget Truck Rental has included samples of our standard consolidated invoice that should fulfill all of the report capabilities listed above and/or specific reports can be built to accommodate the needs of the State of Colorado upon request.

- Exhibit E - Consolidated Invoice attached

**B. Monthly Accident Reports to Program Required**

The State requires the vendor to provide monthly accident reports, to be submitted to the State of Colorado promptly but in any event no later than within thirty (30) calendar days after the end of each month. The vendor must furnish these monthly accident reports to the State Travel Management Program within the Department of Personnel and Administration. The vendor shall

work in conjunction with the State Travel Management Program to establish communication protocol in order to notify State employee/renter in a timely fashion. This is in order to facilitate VISA Claim submission & notification to respective Travel Compliance Designee's of affected State Agency.

These accident reports shall show:

- name of the vendor
- vendor award number/contract number or name of account—State of Colorado
- name, address, telephone number, fax number and e-mail address, if any, of vendor insurance contact
- the name of driver and/or renter and age
- State Agency of driver/renter
- rental agreement number
- name(s) of passenger(s)/claimant(s)
- law enforcement agency and report number (if available)
- last ten (10) digits of the State Travel card charging number or account on which rental was charged
- date of the accident/loss
- claim number
- brief fact description
- type of coverage pertaining to loss
- physical damage dollar amount
- liability payment amount on each claim
- liability reserves amount on each claim, if any—information presented proprietary, not a public record
- pending claims—information presented proprietary, not a public record
- form of payment for automobile rental if available

If a vendor is unable to provide a report or reports that include each of the above capabilities, then the vendor must explain how this information can be submitted to satisfy the needs of the State of Colorado. The State shall be the sole judge as to the acceptability of reports offered. These reports can be divided into two or more reports—physical damage reports, liability reports, and additional or ad hoc reports to satisfy the above requirements. Vendor will provide reports to State Travel Management Program.

**Vendor Response Box, Section V., B. Monthly Accident Reports to Program**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and will work with the State of Colorado to build the necessary reporting based on our current capabilities. Truck claims can take longer than 30 days to process, so it may be necessary to expand the timeframe to quarterly reporting.

**2. Affirm that you have included samples of standard reports that fulfill all of the report capabilities listed above. List the titles of the standard reports submitted with your offer. (Label this Exhibit F)**

**Response:** Budget Truck Rental will attempt to provide reporting based on our current capabilities as required and requested by the State of Colorado.

**3. If your company is unable to provide a report or reports that include each of the above capabilities, then you must explain how this information can be submitted to satisfy the needs of the State of Colorado. The State shall be the sole judge as to the acceptability of reports offered. These reports can be divided into two or more reports--physical damage reports, liability reports, and additional or ad**

noc reports to satisfy the above requirements. (Label this Exhibit F1)

**Response:** Budget Truck Rental will provide necessary required reporting based on current capabilities to the State of Colorado and will work with the state to provide any additional reporting.

**C. Exception Accident Reporting –Any \$75,000 Liability Exposure Reported Within 24 Hours If Possible**

As described and required in "Section IV. B Insurance - Renter/Driver Liability", the vendor must create, maintain, and report monthly to the State Travel Management Program all case reserves exceeding \$75,000.

Such reports must include:

- name of the vendor
- vendor award number/contract number or name of account—State of Colorado
- name, address, telephone number, fax number and e-mail address, if any, of vendor insurance contact
- the name of driver and/or renter and age
- State Agency of renter
- rental agreement number
- name(s) of passenger(s)/claimant(s)
- date of the accident/loss
- claim number
- last ten (10) digits of the State Travel card charging number or account on which rental was charged
- brief fact description
- description of injuries and attorney involvement and whether the incident is in suit
- type of coverage pertaining to loss
- physical damage dollar amount
- liability payment amount on each claim
- liability reserves amount on each claim, if any—information presented protected, not a public record
- form of payment of the automobile rental

This exception reporting will reduce the amount of reporting required by the State. The State relies upon vendor claims adjusters to make faithful and timely reports but reserves the right to require the reporting of all accidents within three (3) working days or less if, in its own determination, it cannot rely on this process of exception accident liability reporting.

**Vendor Response Box, Section V., C. Exception Accident Reporting –Any \$75,000 Liability Exposure Reported Within 24 Hours If Possible**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and will work with the State of Colorado to build the necessary reporting based on our current capabilities. Truck claims can take longer than 30 days to process, so it may be necessary to expand the timeframe.

**2. Affirm that you have included samples of standard reports that fulfill all of the report capabilities listed above. List the titles of the standard reports submitted with your offer. (Label this Exhibit G)**

**Response:** Budget Truck Rental will attempt to provide reporting based on our current capabilities as required and requested by the State of Colorado.

3. If your company is unable to provide a report or reports that include each of the above capabilities, then you must explain how this information can be submitted to satisfy the needs of the State of Colorado. The State shall be the sole judge as to the acceptability of reports offered. These reports can be divided into two or more reports--physical damage reports, liability reports, and additional or ad hoc reports to satisfy the above requirements. (Label this Exhibit G1)

**Response:** Budget Truck Rental will provide necessary required reporting to the specifications of the State of Colorado based on current capabilities and will work with the State to provide additional reporting.

#### **D. Collision Damage Waiver Purchase/Insurance Purchase Reporting**

The State has elsewhere in this BOA prohibited the sale of unnecessary collision damage waiver coverage to State employees when they use the Travel Payment Program to rent automobiles. To confirm that these measures are reducing or eliminating unnecessary travel costs, the State Travel Management Program requires monthly reporting of State travelers who purchase unnecessary collision damage waiver coverage and all other types of insurance offered to the public.

The reports are to include the following:

- name of the vendor
- vendor award number/contract number or name of account—State of Colorado
- the name of driver and/or renter and age if available
- identification of CDW or other insurance purchase and total cost of purchase
- number of days of rental
- rental agreement number
- form of payment

#### **Vendor Response Box, Section V., D. Collision Damage Waiver Purchase/Insurance Purchase Reporting**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and requires that the State of Colorado follow the BTR Reservation Process by presenting the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 which is to be utilized for business purposes only. The State of Colorado Account will automatically locks down the type of insurance that is to be included with the rental as determined by the State and eliminating a need for reporting.

2. Affirm that you have included samples of standard reports that fulfill all of the report capabilities listed above. List the titles of the standard reports submitted with your offer. (Label this Exhibit H)

**Response:** Budget Truck Rental will be happy to work with the State and provide reporting and/or data as needed.

3. If your company is unable to provide a report or reports that include each of the above capabilities, then you must explain how this information can be submitted to satisfy the needs of the State of Colorado. The State shall be the sole judge as to the acceptability of reports offered. These reports can be divided into two or more reports--physical damage reports, liability reports, and additional or ad hoc reports to satisfy the above requirements. (Label this Exhibit H1)

**Response:** Budget Truck Rental will provide necessary required reporting to the specifications of the State of Colorado and will be happy to work with the State to provide as much data as needed.



## VI. Damage Waivers

### A. 15 Passenger Vans, 12 Passenger Vans, Cargo Vans, Cargo Box Trucks, Pickup Trucks and Utility Trailers

The vendor shall provide collision damage waiver coverage (in addition to the required liability insurance) as a part of the state rate on 15 passenger vans, 12 passenger vans, cargo vans, cargo box trucks, pickup trucks and utility trailers. Vendors shall submit supplemental terms and conditions and/or use separate with their offer. The State has the sole discretion to accept any supplemental terms and conditions and/or vendor forms.

#### Vendor Response Box, Section VI., A. 15 Passenger Vans, 12 Passenger Vans, Cargo Vans, Cargo Box Trucks, Pickup Trucks, Utility Trailers

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Budget Truck Rental does not have 15 passenger vans, 12 passenger vans, pickup trucks or utility trailers in its fleet. For cargo vans and cargo box trucks Budget Truck Rental will include the \$0 Responsibility Physical Damage Waiver (PDW) as part of the state rate.

Budget Truck Rental will waive the State of Colorado's responsibility for loss (including theft) and physical damage to the vehicle resulting from all causes, providing the State of Colorado's renter and/or authorized additional driver(s) are not in violation of any provision of the agreement between Budget Truck Rental and the State of Colorado. Overhead damage and damage from "curbing" the tires are not included.

### B. Exclusion of Collision Damage Waiver

State renters are not to pay any fee for loss or collision damage waiver (CDW) because the Travel Payment Program, which is the required form of payment, extends primary CDW on the condition that all other CDW coverage is declined. The coverage is provided for all class of vehicles unless indicated in the U.S. Bank contract, Exhibit H - VISA Commercial Card Benefits Package, *Excluded Vehicles*. Vendors may request a copy of Exhibit H by contacting Judy Haugh at 303 866-6143.

#### Vendor Response Box, Section VI., B. Exclusion of Collision Damage Waiver

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Budget Truck Rental understands that cargo vans and cargo box trucks are excluded from U.S. Bank contract, Exhibit H.

## VII. Motor Pool Overflow Use

The State of Colorado Division of Central Services operates the State Motor Pool at 1555 Sherman – Alley, Denver, Colorado, exclusively for State employees. The Motor Pool, at times, has more demand than it can meet.

The State seeks vendors that can meet this need from a proximate location or in a timely fashion. The State Motor Pool shall pay for any rental by means of the Travel Payment Program. The Motor Pool will warrant that only State renters will access rental vehicles in this manner. All other conditions of this price agreement/BOA apply to these transactions.



**Vendor Response Box, Section VII. Motor Pool Overflow Use**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

2. Indicate the most proximate location(s) to the State Motor Pool to meet its overflow use needs, in what timeframe its needs can be met and the administrative process by which it will obtain automobiles for rental for this purpose. If additional pages are needed, (Label this Exhibit I)

**Response:** The proximate Budget Truck Rental location to the State Motor Pool is 2.45 miles and listed below. We prefer that you follow the BTR reservation process and present the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875. The renter may select from 35+ rental locations within the Denver/Metro/Front Range area. The rental can be paid for my means of a State authorized Travel Card or if the State would like to set up a Budget Truck billing account the account must be established prior to the rental by calling our Commercial Account Managers at 1-866-628-5774.

**Budget Truck Rental  
(Sears Outlet 4071 Denver)  
701 Osage Street  
Denver, CO 80204**

## VIII. Revenue Share

### A. General

The State Travel Management Program operates as cash funded entity within State government and, as a result, must pay for its entire costs from revenues generated by its activity. To that end, the State requires a revenue share from its automobile rental suppliers. Vendors must provide a revenue share on a quarterly basis of four percent (4%) of total base charges for each quarter. "Base charges" are defined as total charges less: refunds, any transaction related taxes, any other governmental fees and/or passenger facility charges.

Vendors must agree to rely on the State's vendor reports from its Travel Payment Program Provider or their own reports of State contract rates (whichever is greater) to determine total revenue -- total sales less refunds. In the event of a substantial difference between the State's vendor reports from the Travel Payment Program Provider as opposed to the vendor's own reports, the State and the vendor shall negotiate a mutually agreeable amount of total base charges for the quarter in dispute.

The Travel Payment Program is intended for official state travel only and not for personal use. The State of Colorado Governor's Executive Order D 005 03 "Concerning State Employee Travel" signed March 17, 2003 dictates that the State of Colorado Travel Payment Program shall be used only for official state travel. Revenue share payments are to be made quarterly with payment due sixty (60) calendar days after the end of the quarter.

**Vendor Response Box, Section VIII., A. General**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**B. No Productivity Levels Accepted**

The State Travel Management Program will deem vendor offers with revenue shares keyed to or requiring productivity levels or targets or specific dollar amounts of State spending as ineligible for award, because it is cash funded.

**Vendor Response Box, Section VIII. B. No Productivity Levels Accepted**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**IX. State Authorized Renters**

**A. Eligible Users**

The State requires offers that extend State rates to all individuals on official government travel who are at least eighteen (18) years of age—specifically to all State of Colorado employees, to those individuals on official State business, and to employees of political subdivisions of the State that participate in the State Travel Management Program. The State will find ineligible for award any offer that prohibits extending service, and the State's rates, to renters who are at least 21 years of age.

**Vendor Response Box, Section IX. A. Eligible Users**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

2. State authorized travelers on official business may be under 21 years of age. If so, what is the youngest age traveler to whom your company will extend these rates under these terms and conditions?

**Response:** Yes - For State travelers renting on official State business and using the State's Account #, the minimum renting age is 21 for Budget Truck Rental.

**B. Identification of State Authorized Renters**

State of Colorado renters may not always carry State identification nor even indicate that they work for the State of Colorado as opposed to one of its agencies, institutions of higher education or participating political subdivision. As a result, the State requires that the vendor identify State renters by way of the vendor's reservation system through the renter's name and the charging number on the renter's Travel Payment Program account alone. These cards do, however, carry the printed statement "The State of Colorado", and will include the State Seal in the upper right corner of the card. (See: Card Sample, B. 1. page 5)

**Vendor Response Box, Section IX. B. Identification of State Authorized Renters**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**C. Premier Membership**

Upon request, the automobile rental agency must grant, at no cost, any State of Colorado renter premier status (counter bypass program) in any corporate membership services or renter programs available to the public.

**Vendor Response Box, Section IX, C. Premier Membership**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and does not currently offer any type of counter bypass programs.

**D. Master Rental Agreement**

The vendor must make available the Master Rental Agreement to every State of Colorado employee engaged in official government travel. Each Master Rental Agreement is subject to the provisions contained in "Section III. B. Vendor Terms and Conditions/Forms".

**Vendor Response Box, Section IX, D. Master Rental Agreement**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental agrees to make available the Budget Truck Rental Master Rental Agreement to every State employee engaged in official government travel upon request.

**E. Third Party Rentals**

The State makes use of the Travel Payment Program-Central Travel cards that are centrally billed to the State through a travel arranger or coordinator, but not in the possession of the traveler himself or herself. The State seeks assurance that its suppliers can reliably use such charge vehicles.

The vendor will accept the Travel Payment Program-Central Travel card to be used on behalf of authorized third parties. The State of Colorado highly desires that this transaction be conducted telephonically or electronically without a State representative having to appear physically at the automobile, cargo box truck and utility trailer rental agency.

Vendors are advised that the State is currently restricting the distribution of the Travel Payment Program-Individual Cards and encouraging increased usage of the Central Travel card (corporate liability). As a result, vendors who are able to conduct transactions telephonically or electronically can expect to increase their market share of State business.

If vendor-supplied forms or agreements will be required, include a sample of all such vendor-supplied forms or agreements. Any such vendor-supplied forms and/or agreements are subject to the provisions contained in "Section III. B. Vendor Terms and Conditions".

Insurance coverage for third party rentals shall comply with all minimum requirements described in "Section IV. Insurance Requirements". The State Travel Management Program will work with vendor to establish an amicable process to facilitate these needs. See [www.colorado.gov/travel](http://www.colorado.gov/travel) Auto Rental page; Third-Party Billing process for examples of current processes in place.

**Vendor Response Box, Section IX, E. Third Party Rentals**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and due to system constraints, is unable to comply with all the requirements in this section.

- 2. Through your program, will State representatives be able to conduct these types of transactions**

telephonically or electronically without having to appear physically at the automobile rental agency? If so, please describe the administrative process involved.

**Response:** Yes, Budget Truck Rental will establish a billing account for State Approved Travel Coordinators whereby the State representative will be able to continue conducting these types of transactions telephonically or electronically without having to appear physically at the Budget Rental Counter with a form of payment. The administrative process is as such: The State will need to contact a Commercial Account Manager and obtain a Credit Application, fill out form completely, submit to the Commercial Account Manager, allowing 2 to 3 days processing. The Commercial Account Manager will return the Budget Truck Rental Billing Account Number to the State. The State can begin utilizing this account immediately. Once the Travel Manager receives the Budget Truck Rental Invoice, they may pay the invoice by using EFT (electronic funds transfer), check or their Central Travel Cards.

3. Please provide two to three client references for which you are currently providing similar services. Include the client company name, phone number and name of an individual who is knowledgeable about this service. (If additional pages are needed, then label this Exhibit J)

**Response:** Budget Truck Rental does not currently offer a 3<sup>rd</sup> Party Travel Payment Program. Budget Truck Rental will work with the State of Colorado to establish a program that is agreeable to both parties.

Exhibit J (attached) is the Budget Truck Rental Credit Card Authorization Form that would be required if making payments to a Budget Truck Rental Invoice by means of a Corporate Credit Card or Central Travel Card. Exhibit J-2 Budget Truck Rental Credit Application.

## X. Cities of Greatest Automobile Rental Activity

### A. Schedule of Items

As a part of this BOA, vendors will find an "Exhibit K. Schedule of Items" showing the adjusted number of actual rentals associated with each destination. The State seeks to award price agreements/BOAs with automobile rental vendors who are well established and provide a reasonable level of coverage. **For this reason, in order to be considered eligible for award, vendors must quote a rate for at least twenty-five (25) of the cities listed in Exhibit K.** Rentals for cities quoted must comply with all acceptable terms and conditions of this price agreement/BOA.

The usage is determined by a variety of sources and includes both air travel and automobile rental opportunities for each destination. The city destinations are followed by the adjusted number of trips taken in Fiscal Year 2008. The number of rentals at each location is derived from the Travel Payment Program Provider on-line management tool.

### Vendor Response Box, Section X, A. Schedule of Items

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and has modified the Exhibit K to accommodate cargo trucks.

Please note: Special Rates as provided on the Exhibit K of this BOA will be offered at all participating Budget Truck Rental locations providing the renter follows the Budget

Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only. Coupons or other promotional offers may not be used at the rental counter or in conjunction with the State of Colorado Account #.

The locations listed in the Schedule of Items adhere to the following offering: We understand that the State is seeking \$1,000,000 Combined Single Limit Liability Insurance. Budget Truck Rental is happy to extend its coverage to take the primary position up to 100/300/25 provided the renter follows the Budget Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only.

Budget Truck Rental does offer an optional \$1,000,000 Supplemental Liability Insurance (SLI) for an additional fee and should the State elect to purchase such coverage for each business rental, such election will be made when the BTR account is set up. The optional SLI will also be available for consumer rentals utilizing the State discount.

Your company needs to provide rates for all locations that you are offering under this price agreement/BOA. The signature box at the bottom of this Exhibit needs to be completed by an individual within your firm with legal authority to bind your company to its offer. (This Exhibit is located in a separate Microsoft Excel file entitled Exhibit K).

#### **B. Locations Not on Schedule of Items**

Vendors may provide coverage at locations not listed on the Schedule of Items provided that such locations extend the same terms and conditions as those required in this BOA. Such locations and their respective rates shall be provided on "Exhibit L. – Locations not on Schedule of Items". At all locations not listed on the Schedule of Items, State renters will use the price agreement/BOA when more cost effective and expeditious than alternate sources. For such locations, the State will accept corporate rates if fully disclosed with the original response to this BOA and upon reservation. Vendors may make alternate responses for more favorable rates at some or all of such locations. The same underlying terms and conditions of this response will apply to rentals at such locations.

#### **Vendor Response Box, Section X., B. Locations Not On Schedule Of Items**

**1. Affirm that your company has submitted a roster of these locations with your offer along with the total of all such locations on "Exhibit L. – Locations not on Schedule Of Items".**

**Response:** Budget Truck Rental has over 2,700 locations in the contiguous United States. Please go to <http://www.budgettruck.com/Rental-Locations.aspx> for a listing of all Budget Truck Rental locations. Rates and rental program will be made available at any Budget Truck Rental location providing that the Renter follows the BTR reservation process and present their Account Number when calling the BTR Reservation Center at 1-888-633-3875. Coupons or other promotional collateral bearing the Account Number, may not be used or presented at any rental counter at any time and are not valid unless presented while making a reservation through the BTR Reservations Center.

Your company needs to provide rates for all locations that you are offering under this BOA, but that are not identified in Exhibit L. The signature box at the bottom of this Exhibit needs to be completed by an individual within your firm with legal authority to bind your company to its offer. (This Exhibit is located in a separate Microsoft Excel file entitled Exhibit L).

#### **C. Report Listing of All United States Locations**

The vendor must supply the State with a current roster of all its automobile rental agency locations in the United States, including Colorado, along with a total of all such locations.

#### **Vendor Response Box, Section X., C. Report Listing of All United States Locations**

- 1. Affirm that your company has submitted a roster of these locations with your offer along with the total of all such locations. Indicate the title of the list. (Label this Exhibit M)**

**Response:** Please go <http://www.budgettruck.com/Rental-Locations.aspx> for the Budget Truck Rental Directory for all U.S. Locations.

**D. Report Listing of All Foreign Locations**

The vendor must supply the State with a current roster of its entire automobile rental agency locations world wide other than the United States including a total of all such locations.

**Vendor Response Box, Section X, D. Report Listing of All Foreign Locations**

- 1. Affirm that your company has submitted a roster of these locations with your offer along with the total of all such locations. Indicate the title of the list. (Label this Exhibit N)**

**Response:** Budget Truck Rental, LLC does not own or operate any Rental Locations outside of the contiguous United States.

**XI. Cargo Box Trucks and Utility Trailer Locations**

**A. Locations Limited to the State of Colorado**

The vendor must supply the State with a current roster of its all cargo box truck and/or utility trailer rental locations in the State of Colorado. The State reserves the right to amend any price agreement/BOA to include locations identified as needed outside of the State of Colorado.

**Vendor Response Box, Section XI, A. Locations Limited to State of Colorado**

- 1. Affirm that your company has submitted a roster of these locations with your offer along with the total of all such locations. Indicate the title of the list. (Label this Exhibit O)**

**Response:** Please go to <http://www.budgettruck.com/Rental-Locations.aspx> for a listing of all Budget Truck Rental locations throughout the State of Colorado. See Exhibit O – State of Colorado BTR Location Listing.

**XII. Reservations, Identification and Payment**

**A. Reservations**

Automobile rental agencies will receive reservations either directly from the renter, by the renter's agency, through the vendor's Internet access, or through a travel agency. In any case, the reservation is to be held and payment made via the renter's State authorized, Travel Payment Program.

**Vendor Response Box, Section XII, A. Reservations**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**B. State Rules Effectively Mandate Travel Payment Program**

State Fiscal Rules and State Travel Management Rules effectively mandate use of the Travel Payment Program as the method of payment for automobile rentals. Rules also restrict the type of vehicle rented to be the most economical available transportation for all official travel that will satisfactorily accomplish the State's business. In March 2003, the Governor of Colorado issued

Executive Order D 005 03 that requires the use of the Travel Payment Program for all official travel including automobile rentals. The State Travel Management Program data shows high compliance with automobile rental contracts when the Travel Payment Program is used.

**C. Guarantee of Automobile, Cargo Box Truck and Utility Trailer Rental Rates/Acceptance of Travel Payment Program**

The vendor must accept the Travel Payment Program as form of payment. The vendor must honor automobile, cargo box truck and utility trailer rental rates established by the vendor through this price agreement/BOA to the State's employees or its assignees when being paid by a State of Colorado Travel Payment Program.

State travelers are to utilize only the Travel Payment Program for automobile, cargo box truck and utility trailer rentals for official State travel. Use of any State agency payment mechanism other than the Travel Payment Program is prohibited unless accompanied by an approved hard copy waiver by either the State Travel Management Program or the agency's Travel Compliance Designee. In the event that an approved waiver to use a different State agency payment mechanism is provided, the automobile, cargo box truck and utility trailer rental agency must honor the rates of the price agreement/BOA.

Under no circumstances are State travelers allowed to use vendor provided payment mechanisms under this agreement such as, but not limited to, trip travel vouchers or vendor-administered centralized billing programs. In addition, under no circumstances are State travelers allowed to use their personal charge card (except for declines) for automobile, cargo box trucks and utility trailer rentals under this agreement – this is because the State has contracted with its Travel Payment Program Provider to charge its travel spending through the Travel Payment Program. As well, the use of personal charge cards increases risk to the State, corrupts transaction data reports and decreases incentives available to the State.

The State may require price agreement/BOA rates for a renter denied a card or for a visitor or contractor acting on official government business. If the vendor so desires, the State agency will provide the renter with a letter that details the renter's eligibility for price agreement/BOA rates.

**Vendor Response Box, Section XII., C. Guarantee of Automobile, Cargo Box Trucks, Utility Trailer Rental Rates/Acceptance of Travel Payment Program**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section as previously outlined in Section IX, E.

**D. Administrative/Recovery Fee for Overcharging**

If an automobile, cargo box truck and/or utility trailer rental vendor charges more than the price agreement/BOA rate when the terms and conditions of this price agreement/BOA and any subsequent agreement apply, the vendor must, upon notice from the State Travel Management Program or any State agency, refund the difference to the State agency or the individual renter as directed by the State.

In addition, the vendor agrees to pay a \$30.00 "administrative/recovery" fee to the Department of Personnel & Administration on a per rental basis for any overcharges.

**Vendor Response Box, Section XII., D. Administrative/Recovery Fee for Overcharging**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Budget Truck Rental understands the State's requirement and will work



with the State to ensure that prompt refunds are paid in the event of overcharges. There are instances whereby BTR may be given misinformation and therefore an overcharge occurs. We will work with the State to make sure valid overcharges are corrected.

**E. Travel Payment Program Provider Declines Charge**

In the event the Travel Payment Program Provider declines a charge for a State traveler, the automobile, cargo box truck and/or utility trailer rental agency must charge the price agreement/BOA rates, any other requirements of this BOA notwithstanding, provided the renter can verify his status as an employee or authorized traveler for the State of Colorado. Such persons must follow whatever payment requirements demanded by the vendor.

**Vendor Response Box, Section XII, E. Travel Payment Program Provider Declines Charge**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** No, Budget Truck Rental does not understand this section. Why would a Traveler be declined for charges under this BOA, it said traveler has been given access to the Approval Account # and provided a) Corporate Credit Card at time of rental or b) rental was requested and approved by travel manager at time of booking?

**F. Toll Free Numbers**

The automobile rental agency must provide toll free telephone access 7 days per week and 24 hours each day to its central reservation system for State renters to obtain vendor information and to make advance reservations. Operators at toll free numbers shall have current rates available to State of Colorado State Agency renters, and when requested, shall verify that specific locations are participating according to the State of Colorado price agreement/BOA. The agent shall provide a confirmation number and local automobile rental location telephone number at the time of reservation. The cargo box truck and utility trailer rental agency must provide any toll free telephone access that is make available to the public for rental/reservation needs.

**Vendor Response Box, Section XII, F. Toll Free Numbers**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**XIII. Automobile, Cargo Box Truck and Utility Trailer Rental Services, Vendor Qualifications, Classification of Vehicles**

**A. Automobile, Cargo Box Truck and Utility Trailer Rental Services**

The State seeks price agreements in response to this price agreement/BOA for discounted rates for automobile rental services within the United States and abroad. Also, the State seeks price agreements response to this price agreement/BOA for discounted rates for cargo box truck and utility trailer rental services within the State of Colorado. These rates are for daily, weekly, monthly [NOT to exceed thirty-one (31) day rentals] of passenger vehicles by State of Colorado travelers on official State of Colorado government business or the employees of the political subdivisions of the State of Colorado.

**B. Vendor Qualifications**



**Automobile, Cargo Box Truck & Utility Trailer Rentals - State of Colorado – Basic Ordering Agreement**

The State of Colorado seeks offer from automobile rental agencies that provide onsite or near-airport services at major airports in the United States and abroad. Also, the State seeks price agreements response to this price agreement/BOA for discounted rates for cargo box truck and utility trailer rental services within the State of Colorado. Automobile rental agencies need to be established national and/or international automobile rental firms with all required licenses, bonding, facilities, equipment vehicles and trained personnel necessary to perform the required services specified in this price agreement/BOA. Cargo box truck and utility rental agencies need to be established national and/or international cargo box truck and utility trailer rental firms with all required licenses, bonding, facilities, equipment vehicles and trained personnel necessary to perform the required services specified in this price agreement/BOA.

The vendor shall have and include under the terms of any resulting price agreement/BOA, a network of corporate-owned or corporate-franchised automobile, cargo box truck and utility trailer rental locations operating under either one corporate name or one national name along with one international name, and each location familiar with and abiding by the terms of the resulting price agreement from this BOA.

**Vendor Response Box, Section XIII, B. Vendor Qualifications**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section. Budget Truck Rental has over 70 locations in the State of Colorado. Please go to <http://www.budgettruck.com/Rental-Locations.aspx> for a listing of all Budget Truck Rental locations throughout the State of Colorado. See Exhibit O – State of Colorado BTR Location Listing.

**C. Classification of Vehicles**

The State of Colorado allows agencies to decide which size of vehicle is necessary to perform the State's business as appropriate to the business conducted. The State makes use of five (5) classes of passenger vehicles and six (6) specialty vehicles in conducting its business:

<b>Classification of Vehicle</b>	<b>Example Make &amp; Model</b>	<b>VISA Insurance</b>
Economy	Chevrolet Aveo, Ford Escort, Hyundai Accent, Kia Rio or similar. Indicate flex-fuel vehicles available.	CDW Provided
Compact	Chevrolet Prizm, Nissan Sentra, Mazda 3, Mercury Tracer, Dodge Neon, Toyota Corolla, Ford Focus, Chevrolet Cobalt, Dodge Caliber or similar. Indicate flex-fuel vehicles available.	CDW Provided
Mid-Size	Chevrolet Corsica, Dodge Spirit, Ford Tempo, Pontiac Grand Am, Plymouth Acclaim, Chrysler Sebring, Pontiac G6, or similar. Indicate flex-fuel vehicles available.	CDW Provided
Full Size, Four Door	Chevrolet Lumina, Chrysler Concorde, Dodge Intrepid, Ford Taurus, Toyota Camry, Chevrolet Impala, or similar. Indicate flex-fuel vehicles available.	CDW Provided
Mini-Van	Chrysler Town & Country, Chevy Venture, Ford Freestar Plymouth Voyager, Dodge Caravan, Chevrolet Astro, Ford Windstar, Chevrolet Uplander or similar. Indicate flex-fuel vehicles available.	CDW Provided

**Automobile, Cargo Box Truck & Utility Trailer Rentals - State of Colorado – Basic Ordering Agreement**

<b>Specialty Vehicles</b>		
Four Wheel Drive	Ford Explorer, Jeep Cherokee, Chevrolet Trailblazer, or similar.	CDW Provided
Twelve Passenger Van	Ford Club Wagon/ Chevy or similar.	CDW Not Provided
Fifteen Passenger Van	Ford Club Wagon/ Chevy or similar.	CDW Not Provided
Suburban	Chevy and similar vehicles.	CDW Not Provided
Large Sport Utility Vehicle (SUV's)	GMC Yukon, Chevy Tahoe, Ford Expedition, Dodge Durango and similar vehicles.	CDW Not Provided
Pick Up Truck	Ford F15C, Dodge B15Q, Chevy S15E, Three quarter ton or lighter.	CDW Not Provided
<b>Cargo Box Truck, Utility Trailer</b>		
* Cargo Box Truck	10' Truck / Cargo Van	CDW Not Provided
*Cargo Box Truck	10' Truck w/ramp	CDW Not Provided
*Cargo Box Truck	16' Truck w/ramp	CDW Not Provided
*Cargo Box Truck	24' Truck w/lift gate	CDW Not Provided
Utility Trailer	Utility Trailer	CDW Not Provided
Utility Trailer	Utility Cargo Trailer	CDW Not Provided

The State seeks the availability of automobiles, cargo box trucks and utility trailers that are typically available to the general public. The vendor must provide a list of the makes and models currently available in its fleet inventory that will be provided under this contract in order to satisfy the vehicle classification requirements listed above. In addition, cargo box truck and utility trailer responses shall include (but not limited to): vehicle size, dimensions, payload capacity, space capacity, rear door opening dimensions, lift-gate payload capacity, transmission and fuel type.

In support of the Executive Order D 0012 07 Greening of State Government please indicated any vehicles within your inventory that are flex-fuel, bio-fuel, and/or hybrid.

If the State, in its sole estimation, fails to obtain adequate service for any vehicle type from vendors with contracts, it may separately source out this type of rental vehicle service generally or by location.

<b>Vendor Response Box, Section XIII., C. Classification of Vehicles</b>	
<p><b>1. Affirm that your company has included with its offer a list of the makes and models currently available in its fleet inventory that will be provided under this contract in order to satisfy the vehicle classification requirements listed above. Indicate the title of this list. (Label this Exhibit P)</b></p> <p><b>Response:</b> Yes, Budget Truck Rental will make available to State renters the above vehicles marked with an asterisk without restrictions.</p>	
<b>Vendor Response Box, Section XIII., C. Classification of Vehicles</b>	
<p><b>2. Affirm your understanding of, and compliance with, all other terms, conditions and requirements of this section.</b></p> <p><b>Response:</b> Please see attached Exhibit P-2 Budget Truck Rental Vehicle Specification Sheet.</p>	

**D. Vendor Must Offer Base Rates**

Vendor must provide base rates on "Exhibit K. - Schedule of Items" and "Exhibit L. - Locations not on Schedule of Items". The "base rate" shall be defined as the total charge billed to any State authorized renter less any mandatory charges or airport-imposed concession fees. Mandatory charges shall be defined as any charges mandated by law and completely outside the vendor's control but required to be added to the transaction. Airport-imposed concession fees are those fees imposed by the airport on the automobile rental agency, which are beyond the automobile rental agency's control but required to be added to the transaction. Therefore, mandatory charges and airport-imposed concession fees at any given location would be the same for all vendors. The State reserves the right to seek information from the awarded vendor(s) concerning such mandated taxes, passenger facility charges or any other fees after award is made.

**Vendor Response Box, Section XIII., D. Vendor Must Offer Base Rates**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**E. Weekly Rates**

The vendor must calculate weekly rates as 5 times the daily rate at each domestic location or any other formula that does not exceed 5 times the daily rate.

**Vendor Response Box, Section XIII., E. Weekly Rates**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**F. Monthly Rates**

The vendor must calculate the monthly domestic rate not to exceed 4 times the weekly rate.

**Vendor Response Box, Section XIII., F. Monthly Rates**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**G. No Mileage or Extra Charges on One-Way Rentals between Colorado Locations**

Provided the vendor has locations in, and has quoted rates for, Boulder, Colorado Springs, Denver, Fort Collins and Pueblo, the State requires that the vendor make one-way rentals available in either direction at no additional charge among these cities. The State encourages, but does not require, that the vendor make one-way rentals available in either direction at no additional charge at all of its other Colorado locations.

**Vendor Response Box, Section XIII., G. No Mileage or Extra Charges on One-Way Rentals between Colorado Locations**

**1. Affirm your understanding of, and compliance with, the requirements in this section.**

**Response:** One-way pricing from Budget Truck Rental will be a 15% discount from current one-way system rates, based on mileage from point of origin to destination. Rates will be inclusive of an estimated number of days that it takes to safely travel from point of origin to destination and allows time for loading and unloading of the cargo. From experience, majority of business rentals for the State of Colorado will be a local rental, meaning the vehicle will be pickup and returned to the same rental location. Local Rates are based on a daily/weekly rate and are inclusive of free miles.

Should the State of Colorado find that they do have an extensive need to have dedicated one-way lanes for the Colorado Front Range, Budget Truck Rental will be willing to work with the State to accommodate these needs on a one-off basis.

**2. Will your company make one-way rentals available in either direction at no additional charge at all of your other Colorado locations?**

**Response:** Budget Truck Rental will extend same program as noted above for all Budget Truck Rental Locations within the state of Colorado.

**H. Waiving of Drop Charges in the United States and One Way Rentals**

**1. Rentals within the United States**

Vendors must agree to waive drop charges for one-way rentals within the 48 contiguous states of the United States. The State will include one-way mileage charges in its determination of fair and reasonable pricing – if one-way mileage charges are assessed, vendor must affirm this fact and provide the specific mileage charges. Upon the establishment of a price agreement/BOA, however, the State may choose to use retail arrangements of drop charges and no mileage charges if it should prove more advantageous in any particular transaction. Vendors must indicate any Emergency Roadside Assistance made available for rentals within the United States.

**Vendor Response Box, Section XIII., H., 1. Rentals within the United States**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Budget Truck Rental does not have a one-way drop fee. All one-way rentals outside of the State of Colorado will be based on the then Budget Truck Rental One-Way rate program with a 15% discount off base truck rental and mileage. Discount amount will automatically be applied, providing that the Renter follows the BTR reservation process and presenting the correct Account Number when calling the BTR Reservation Center at 1-888-633-3875. One-Way prices may be obtained by calling the dedicated toll free reservation center and/or on-line at [www.budgettruck.com/colorado](http://www.budgettruck.com/colorado) (URL currently disabled until agreement has been approved)

**2. Does your company assess one-way mileage charges? If so, provide the specific mileage charges.**

**Response:** Budget Truck Rental will be happy to provide you with specific one-way

rates upon receipt of origin/destination and travel dates.

## **2. Rentals within the State of Colorado**

Vendors must agree to waive drop charges for one-way rentals within the State of Colorado. Because no mileage or extra charges are permitted on one-way rentals between Boulder, Colorado Springs, Denver, Fort Collins and Pueblo, the State will include one-way mileage charges in its determination of fair and reasonable pricing for one-way rentals between all other cities in Colorado – if one-way mileage charges assessed for all other cities in Colorado, vendor must affirm this fact and list the specific mileage charges. Upon the establishment of a price agreement/BOA, however, the State may choose to use retail arrangements of drop charges and no mileage charges if it should prove more advantageous in any particular transaction. In the event the States opts to use such a retail arrangement, the vendor must include in the rate all insurance coverage requirements listed in this BOA. Vendors must indicate any Emergency Roadside Assistance made available for rentals within the State of Colorado.

### **Vendor Response Box, Section XIII, H., 2. Rentals within the State of Colorado**

#### **1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

#### **2. Does your company assess one-way mileage charges for all other cities in Colorado? If so, list the specific mileage charges.**

**Response:** One-way pricing from Budget Truck Rental will be a 15% discount from current one-way system rates, based on mileage from point of origin to destination. Rates will be inclusive of an estimated number of days that it takes to safely travel from point of origin to destination and allows time for loading and unloading of the cargo. From experience, majority of business rentals for the State of Colorado will be a local rental, meaning the vehicle will be pickup and returned to the same rental location. Local Rates are based on a daily/weekly rate and are inclusive of free miles.

Should the State of Colorado find that they do have an extensive need to have dedicated one-way lanes for the Colorado Front Range, Budget Truck Rental will be willing to work with the State to accommodate these needs on a one-off basis.

#### **3. Does your company provide Emergency Roadside Assistance for rentals within the State of Colorado? If so, list specifics of your offer.**

**Response:** Budget Truck Rental provides 24-hour-a-day, 7 days a week roadside assistance within the contiguous 48 States in the U.S. The number for roadside assistance in the U.S. is 1-800-423-1640.

## **1. Access to Automobile Rental Locations**

At airport locations with counters, vendor must have personnel on hand to meet all incoming flights during hours of airport operation. Off airport locations must provide periodic shuttle bus service or timely pick up such that the renter does not wait longer than twenty (30) minutes. Where permitted

by airport authority, the automobile rental firm must provide courtesy telephones at baggage claim areas or airport exits for passengers to call upon arrival.

**Vendor Response Box, Section XIII., I. Access to Automobile Rental Locations**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Truck Rental is rarely needed or facilitated from a commercial airport. Vehicle Rental Facilities on airport property are typically located in the parking garages, which would prohibit high profile vehicles due to the structure height. Additionally, many airport facilities require or mandate strict security regarding the placement of cargo vehicles. Suggest the omission of this from the BOA as it relates to passenger travel and not Cargo Trucks.

**J. On-site Service**

The State sees the geographical locations and the number of locations a vendor operates as a significant service to its renters. As a result, the State seeks information regarding on-site airport locations. Vendor must supply a list of the geographical locations, as well as the total number, of on-site airport locations.

**Vendor Response Box, Section XIII., J. On-site Service**

- 1. Affirm that you have included with your offer a list of the geographical locations, as well as the total number, of on-site airport locations. Indicate the title of this list. (Label this Exhibit Q)**

**Response:** Budget Truck Rental has over 2,700 locations within the 48 contiguous states of the U.S. However, rental locations for truck rental at or on Commercial Airport facilities are minimal due to the reason listed in Section XIII-I. of this BOA. Please visit <http://www.budgettruck.com/Rental-Locations.aspx> for a complete listing.

**K. Pickup and Return**

Pickup time shall not exceed fifteen (20) minutes from the time of call from an airport location. Any vehicle to be rented will be ready for dispatch and rental agreement essentially complete and ready to sign when renter arrives at location, such agreement reflecting applicable State of Colorado government rates. The vendor shall make every attempt to minimize the renter's time and confusion in the pickup and return of vehicles. For each rental, a rental agreement shall be signed by the renter solely to give evidence of the delivery of the vehicle, to provide the time and place of the return of the vehicle, to show the applicable rates, and to register the Travel Card charge. Area maps shall be provided free of charge upon request. Flares and fire extinguishers shall be provided upon request without additional cost. If available, hand controls for the disabled and first aid kits shall be available for use. In inclement winter weather, upon request, vehicle must be equipped with snow tires or chains as appropriate and furnished with an ice scraper. Vendor may charge the additional fee to be identified in III. General Terms and Conditions J. Other Fees. Contractor shall be able to provide instruction to the traveler on the proper installation of tire chains if requested. The Participants or Travelers are not responsible for chain damage to the vehicle. Upon return, a completed copy of the agreement form or a hand-held computer output referencing all charges billed is to be provided to the renter.

**Vendor Response Box, Section XIII., K. Pickup and Return**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget understands and complies with the requirements in this section with the following exceptions;

- 1) Omission of and demands surrounding rentals or calls from an airport location.
- 2) Budget does not supply flares and fire extinguishers to its renters due to the cost associated with theft of these items. Budget has found that its Roadside Assistance program covers the majority of the needs of our travelers.
- 3) Snow tires are not required by state law and due to vehicle weight are usually not needed. Budget does not provide or allow the use of chains on its rental vehicles.

#### **L. Vehicle Condition**

Vendors must furnish freshly cleaned vehicles maintained in safe, satisfactory operating condition, no more than two (2) years old (from the time of purchase), and not having more than 40,000 miles on the odometer. The State encourages the availability of non-smoking vehicles at all locations. The automobile rental company or its licensees/franchisees must have title to or lease vehicles rented to the State. If the Traveler brings to the Contractor's attention any unsafe condition or unacceptable condition that is in violation of Contract specifications, Contractor shall provide a suitable replacement vehicle immediately at no additional charge.

##### **Vendor Response Box, Section XIII., L. Vehicle Condition**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget understands and complies with the requirements regarding vehicles being clean, and in safe operating condition. Cargo Trucks are typically kept longer and have higher odometer readings due with the average fleet being between 2 to 4 years of age.

2. Will your firm provide non-smoking vehicles at all locations?

**Response:** Yes, Budget Truck Rental will do its best to provide non-smoking vehicles to State travelers.

#### **M. Fuel**

Vehicles will contain a full tank of gasoline at the time of pick up.

##### **Vendor Response Box, Section XIII., M. Fuel**

1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

#### **N. Overtime and Fuel Charges**

The State prefers to pay hourly overtime at the minimum rate of 16% of the daily rental rate but will accept a maximum of one-third the daily rental rate. Fuel charges and documented renter paid fuel costs may be charged if based on actual or estimated fuel consumed rather than on a fixed fuel service charge. Vendor should indicate if it provides any alternative rates to these charges and, if so, what the rates are. The State will use this information to assist in its determination of fair and reasonable pricing.

##### **Vendor Response Box, Section XIII., N. Overtime and Fuel Charges**

1. Indicate the hourly overtime rate your company will charge to the State.

**Response:** Budget Truck Rental does not offer an hourly rate.



**2. Does your company provide any alternative rates to these charges and, if so, what are the rates?**

**Response:** Budget Truck Rental offers 2 Fuel Options.

- 1) **Self-Service:** Purchase fuel just prior to returning and return the truck to Budget with a full tank of gas. If you choose this option, Budget Truck Rental will not charge you for fuel.
- 2) If the renter returns the vehicle to Budget Truck Rental with less than a full take of fuel, Budget Truck Rental may charge renter for the missing fuel at the average retail cost of fuel for the market at the return location in addition to a refueling service administration fee.

#### **O. Taxes**

Where sales taxes apply, the renter will also pay any state and local tax levied on the rental. The State government will reimburse the renter for the cost of the rental vehicle and any taxes. If the State uses a Central Travel card, the State will also seek exemption, as available, from any State or local taxes. Vendor should describe its ability to provide this exemption.

Vendors are advised that the Travel Compliance Designee at each state agency is charged with educating its travelers about the State's tax exemption policy. (See: II. B. 1. – page 5)

#### **Vendor Response Box, Section XIII., O. Taxes**

**1. Affirm your understanding of, and compliance with, the requirements in this section. Specifically, describe the ability of your company to provide the exemption indicated in the first paragraph above.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section. The State of Colorado must provide Budget Truck Rental with a valid Tax Exemption certificate. Once validated, the State of Colorado business accounts will be set to be tax exempt as long as the renter follows the reservation process as outlined in earlier sections of this BOA.

#### **P. Franchise/Local Outlet Contract Compliance Guarantee**

The vendor must guarantee that franchisees/local outlets will comply with the terms of the State of Colorado automobile rental price agreement/BOA terms and conditions in those Schedule of Items locations for which rates are offered.

Vendors are instructed **not to quote a rate** for any location(s) listed in "Exhibit K. - Schedule of Items" that do not comply with all terms and conditions of this BOA. **Please note:** The State, at its sole option, may terminate business with any franchise/local outlet that fails to comply with all the terms of a resulting price agreement/BOA in more than one rental transaction.

Vendors must include in all Schedule of Item locations the vendors' liability insurance in at least the minimum amount of \$1,000,000 combined single limit on an occurrence basis with coverage to the 48 contiguous states, Alaska, Hawaii, and the District of Columbia.

Failure to disclose any locations, which do not comply with this requirement, will result in the automobile rental provider being solely liable for any damages resulting from rentals at such undisclosed locations.



**Vendor Response Box, Section XIII., Q. Franchise/Local Outlet Contract Compliance Guarantee**

**1. Affirm your understanding of, and compliance with, the requirements in this section.**

**Response:** Please note: The locations listed in the Schedule of Items adhere to the following offering:

We understand that the State is seeking \$1,000,000 Combined Single Limit Liability Insurance. Budget Truck Rental is happy to extend its coverage to take the primary position up to 100/300/25 provided the renter follows the Budget Truck Rental reservation process and presents the State of Colorado Account Number when calling the BTR Reservation Center at 1-888-633-3875 and utilized for business purposes only.

Budget Truck Rental does offer an optional \$1,000,000 Supplemental Liability Insurance (SLI) for an additional fee and should the State elect to purchase such coverage for each business rental, such election will be made when the BTR account is set up. The optional SLI will also be available for consumer rentals utilizing the State discount.

**2. Affirm that you have included a list with your offer of all locations that do not comply with these requirements. Indicate the name or title of the list. (Label this Exhibit R)**

**Response:** Because there are too many locations to list on Exhibit L, we have instead advised the State to go to <http://www.budgettruck.com/Rental-Locations.aspx>.

**R. Fees for Frequent Flyer Miles**

The State of Colorado will not allow the charging of fees for State travelers to obtain frequent flyer miles.

**Vendor Response Box, Section XIII., R. Fees for Frequent Flyer Miles**

**1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**S. Price Agreement Solicitation Terms and Conditions**

This is the standard set of terms and conditions that apply for all statewide price agreements.

**T. Special Provisions**

These Special Provisions apply to all contracts.

**XIV. Exhibits**

**Exhibit A - Certification of Independent Price Determination**

Your company needs to read and sign this document and submit it along with your offer. The signature needs to be from an individual within your firm with legal authority to bind your company to its offer. This Exhibit is located on page 36.

**Exhibit B – Vendor Terms and Conditions/Forms**

Vendors may submit supplemental terms and conditions and/or use separate with their offer. The State has the sole discretion to accept any supplemental terms and conditions and/or vendor forms. The State will not accept any vendor terms that conflict or are otherwise inconsistent with these terms and conditions of the price agreement/BOA. Neither the State nor any of the State's authorized travelers/renters will be bound by any agreements that contain such conflicting language

regardless of the execution of such agreement by the traveler/renter or cardholder. For example, the State will not indemnify, defend, or hold harmless any vendor.

**Exhibit C – Special Equipment**

State of Colorado Fiscal Rule 5-1 indicates *“Various upgrades provided at extra cost by vehicle rental companies such as satellite radio, GPS units, etc. are not reimbursable unless necessary for business or safety reasons and approved by the approving authority.”* Therefore, it is desirable that special equipment for automobile, cargo box trucks and utility trailers be made available to the State of Colorado at no additional cost or at a specified reduced cost.

**Exhibit D – Sample of Certificate of Insurance**

This Exhibit is located on page 37.

**Exhibit E – Price Agreement Solicitation Terms and Conditions**

This is the standard set of terms and conditions that apply for all statewide price agreements.

**Exhibits A through T must be completed and or acknowledged and attached if/as required.**

**Vendor Response Box, Exhibits A - T**

- 1. Affirm your understanding of, and compliance with, all of the requirements listed in this section.**

**Response:** Yes, Budget Truck Rental understands and complies with the requirements in this section.

**BUDGET TRUCK RENTAL, LLC**  
**STATE OF COLORADO - EXHIBIT C**  
**Titled: Specialty Equipment/Services**

The items highlighted in yellow below will be made available to State of Colorado Travelers at no extra cost and/or fees will be waived providing they follow outlined reservation process for making reservations to the STMP with rentals that are booked to the customer account number through our National Reservation Center or specified URL address. Additional fees and/or charges outlined below that are not highlighted may apply as noted.

NAME OF FEE	DESCRIPTION OF FEE	LEE FOR LOCALS	LEE FOR ONE WAYS	EXCEPTIONS
<b>Additional Driver Fee</b>	Charged when there are drivers in addition to the renter.	\$10.00 Flat Fee	1day \$10; 2days \$15; 3 days \$19; 4 days \$21; 5 days \$23; 6 days \$25; 7 days \$27; 8 days + \$29	Fee will be waived as long as the driver has prior explicit written or verbal permission by the renter to drive the vehicle. Driver must be properly qualified, licensed and meet BTR's age requirements and adhere to the State's fiscal Rule 5-1 Travel Rules as a state government renter.
<b>After Hours Drop Off Fee</b>	Charged to customers who drop the truck off before or after the dealers regular business hours.	\$10.00 Flat Fee	\$10.00 Flat Fee	The dealer has the option of charging or not charging this fee.
<b>Cancellation Fee</b>	Charged when a customer cancels a reservation within 48 hours of their pick-up time.	\$50.00 Flat Fee	\$50.00 Flat Fee	Fee will be waived on Colorado State Business Rentals. In as much as the State of Colorado does not take advantage of this and attempt at all times to cancel reservations prior to pick-up time.
<b>Cleaning Fee</b>	Charged to customers or dealers who return a truck that requires cleaning or has remaining goods that need to be discarded.	\$25.00 Flat fee	\$25.00 Flat Fee	The dealer has the option of charging or not charging this fee depending on the condition of the truck.
<b>Customer Refueling Fee</b>	Charged to customers who receive the truck full but return it less than full. This is to compensate the dealer and Budget for having to refuel the truck and for administrative costs	\$30.00 Administrative Fee and total amount of fuel cost at current pump price.	\$30.00 Administrative Fee and total amount of fuel cost at current pump price.	The only exception would be if the customer receives the truck from dispatch dealer less than full & it says so on the VDD form.
<b>Late Charges</b>	Charged to customers who return the truck more than 60 minutes after the return date and time stated on the agreement.	Charge an additional day inc. accessories protection and all other charges and fees	Charge an additional \$75 per day and .75 per additional mile.	The only exception would be one ways that have pre-purchased additional days/miles at a discounted rate at the time of rental.
<b>NO Show Fee</b>	Charged to customers 24 hours after a scheduled reserved truck as not been picked up.	\$50.00 Flat Fee	\$50.00 Flat Fee	Fee will be waived on Colorado State Business Rentals. In as much as the State of Colorado does not take advantage of this and attempt at all times to cancel reservations prior to pick-up time.
<b>Recovery Fee</b>	Charged to customers to recover partial licensing, registration and other fees.	\$3.00 per day	\$3.00 per day	There are no exceptions
<b>Taxes</b>	Charged to customers as mandated by local/state tax laws.	Varies by location	Varies by location	The only exceptions are for customers who have a valid tax exemption certificate on file and the account has been set up as being tax exempt.

**BUDGET TRUCK RENTAL, LLC**  
**STATE OF COLORADO - EXHIBIT C**  
**Titled: Specialty Equipment/Services**

The items highlighted in yellow below will be made available to State of Colorado Travelers at no extra cost and/or fees will be waived providing they follow outlined reservation process for making reservations to the STMP with rentals that are booked to the customer account number through our National Reservation Center or specified URL address. Additional fees and/or charges outlined below that are not highlighted may apply as noted.

NAME OF FEE	DESCRIPTION OF FEE	SEE FOR LOCALS	SEE FOR ONEWAYS	EXCEPTIONS
<b>Youthful Driver Surcharge</b>	Budget Truck Rental, LLC requires that all drivers be age of 21 years or older. Driver's age 21 to 23 years will be charged a youthful driver surcharge of \$18.00 per day. Budget Truck Rental does not require a CDL License, however it is suggested that each state review the DOT regulations for states in which they intend to service or drive.	\$18.00 per day	\$18.00 per day	There are no exceptions
<b>Towing/Impound Fees</b>	Charged when customer and/or authorized additional driver are in violation of any provision of the agreement between the State of Colorado and Budget Truck Rental.	\$100-\$500 = \$ 50.00 Fee \$501-\$1,000 = \$100.00 Fee \$1001,00 Up = \$150.00 Fee	\$100-\$500 = \$ 50.00 Fee \$501-\$1,000 = \$100.00 Fee \$1001,00 Up = \$150.00 Fee	Fee will not be charged if driver is no in violation of any provision of the agreement.
<b>Tickets, Traffic Violations and Fees</b>	Customer and/or authorized additional driver will be fully responsible for all tolls, tickets, traffic violations and fines incurred that are not a direct result of the failure of the vehicle and/or it's maintenance.	\$25 to \$35.00 Admin. Fee plus cost of Citation.	\$25 to \$35.00 Admin. Fee plus cost of Citation.	Only charged when Budget Truck Rental is unable to transfer liability from BTR to the renter at fault.

If a whole fleet is too much truck for your business, but you do need the right size truck at the right time, call your neighborhood Budget Truck Rental location today.






- Reliable trucks your drivers can count on – all featuring automatic transmission!
- A fleet available to meet your needs
- A quick substitute when your company vehicles break down
- Over 2,700 convenient locations
- 24/7 roadside assistance
- All major credit cards accepted
- where2® GPS navigation\*\*

We help thousands of businesses every day, and we're ready to do whatever it takes to help drive your business forward.

Call or visit Budget Truck Rental  
1-888-NEED-TRK  
(1-888-633-3875)  
[www.budgettruck.com/business](http://www.budgettruck.com/business)



# Get your business really moving with Budget Truck Rental

	 <b>Cargo Van*</b>	 <b>10' truck</b>	 <b>16' truck w/ ramp</b>	 <b>16' truck w/ lift gate*</b>	 <b>24' truck*</b>
<b>Cubic Feet</b>	309	407	783	843	1,380
<b>Gross Vehicle Weight (GVW)</b>	8,600 lbs	8,600 lbs.	11,500 lbs.	15,000 lbs.	25,500 lbs.
<b>Payload Weight</b>	3,116 lbs	2,840 lbs.	3,425 lbs.	5,200 lbs.	11,320 lbs.
<b>Payload Weight with Lift Gate*</b>	NA	NA	NA	5,200 lbs.	10,660 lbs.
<b>Clearance</b>	8'	9' 6"	11' 6"	11' 6"	12' 6"
<b>Interior (Length)</b>	10' 11"	10'	16'	16'	24'
<b>Interior (Width)</b>	5' 7"	6' 3"	7' 5"	7' 5"	7' 5"
<b>Interior (Height)</b>	4' 4"	6'	6' 5"	7'	7' 5"
<b>Rear Door (Height)</b>	4'	5' 5"	5' 11"	6' 4"	7'
<b>Rear Door (Width)</b>	4' 6"	5' 9"	7' 1"	7' 1"	7' 3"
<b>Load Ramps</b>	NA	NA	✓	NA	✓
<b>Load Ramp Width</b>	NA	NA	2' 3"	NA	2' 4"
<b>Air Conditioning</b>	✓	✓	✓	✓	✓
<b>Automatic Transmission</b>	✓	✓	✓	✓	✓
<b>Power Steering</b>	✓	✓	✓	✓	✓
<b>Power Brakes</b>	✓	✓	✓	✓	✓
<b>AM/FM Stereo</b>	✓	✓	✓	✓	✓
<b>No Wheel Wells</b>	NA	NA	✓	✓	✓
<b>Dual Faced Mirrors</b>	✓	✓	✓	✓	✓
<b>Tie Down Slats</b>	✓	✓	✓	✓	✓
<b>Seat Belts / Seats</b>	2	2	3	3	3
<b>Fuel Tank</b>	35 gallon	35 gallon	35 gallon	35 gallon	50 gallon

\* 16' and 24' trucks with lift gates and cargo vans available at select locations.

\*\* Available at select locations for an additional fee.

The truck specifications above are based upon the most common fleet rented by Budget Truck Rental and are not the exact measurements of all fleet. Specifications may vary based upon make, model and year of truck.



EXHIBIT T

**SPECIAL PROVISIONS SPECIAL PROVISIONS**

These Special Provisions apply to all contracts except where noted in *italics*.

**1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

**2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.





**7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

**8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop



employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**RESPONSE:** Budget Truck Rental utilizes E-Verify to electronically verify the eligibility of its new corporate employees and to the best of our knowledge, our subcontractors are also in compliance.

**12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

**Revised 1-1-09**



(For Vendors use)

**EXHIBIT B**

**Titled: VENDOR TERMS and CONDITIONS**

Budget Truck Rental, LLC requires that all drivers be age of 21 years or older. Drivers' age 21 to 23 years will be charged a youthful driver surcharge of \$18.00 per day.

Budget Truck Rental does not require a CDL License, however it is suggested that each state review the DOT regulations for states in which they intend to service or drive.



**EXHIBIT A**  
**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By submission of this offer, your company certifies, and in the case of a joint proposal each party, thereto, certifies as to its own organization, that in connection with this offer:

a) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;

b) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to submission, directly or indirectly to any other vendor or to any competitor; and

c) No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

2. Each person signing Exhibit A certifies that:

a) S/he is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein and that s/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

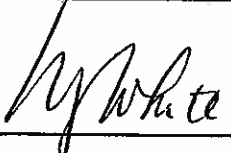
b) S/he is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered herein but that s/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. An offer will not be considered for award where (1)(a),(1)(c),or (2) above has been deleted or modified where (1)(b) above has been deleted or modified, the offer will not be considered for award unless the vendor furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The undersigned affirms that all statements listed above are true and that s/he has legal authority to make these claims on behalf of their organization.

Name (print): MICHAEL J. WHITE

Title (print): VICE PRESIDENT

Signature/Date:  8-10-09

