



DEPARTMENT OF MANAGEMENT
SERVICES

**“We serve those who
serve Florida”**

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary



Office of the Secretary
4050 Esplanade Way
Tallahassee, Florida
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850-488-2786

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www.MyFlorida.com

September 20, 2006

MEMORANDUM NO.: (518-020-05-1) - 3

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No: 518-020-05-1
Title: Rental Vehicles

Effective November 1, 2006, contract pricing will change as follows:

IN-STATE RENTALS				
Car Group	Daily	Hourly	Weekly	Monthly
Subcompact (Class 1A/ECAR)	\$24.55	\$8.18	\$171.85	\$687.40
Compact (Class 2B/CDAR)	\$26.58	\$8.86	\$186.06	\$744.24
Mid Size/Intermediate (Class 3C/IDAR)	\$28.95	\$9.65	\$202.65	\$810.60
Full Size 4 door (Class 4E/FDAR)	\$32.62	\$10.87	\$228.34	\$913.36
Minivan (Class 5V/MVAN)	\$36.89	\$12.30	\$258.23	\$1,032.92
OUT-OF-STATE RENTALS				
Car Group	Daily	Hourly	Weekly	Monthly
Subcompact (Class 1A/ECAR)	\$32.73	\$10.91	\$229.11	\$916.44
Compact (Class 2B/CDAR)	\$34.62	\$11.54	\$242.34	\$969.36
Mid Size/Intermediate (Class 3C/IDAR)	\$37.09	\$12.36	\$259.63	\$1,038.52
Full Size 4 door (Class 4E/FDAR)	\$40.79	\$13.60	\$285.53	\$1,142.12
Minivan (Class 5V/MVAN)	\$45.13	\$15.04	\$315.91	\$1,263.64

If you have any questions regarding this contract, please contact the Contract Administrator, Barb Carter, at (850) 487-6592, Suncom 287-6592 or email at barb.carter@dms.myflorida.com. Thank you.



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March 1, 2006

MEMORANDUM NO.: (518-020-05-1) - 2

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No: 518-020-05-1
Title: Rental Vehicles

Effective immediately contract has been revised to amend Customer Facility Charge (CFC) at the Ft. Lauderdale-Hollywood International Airport to \$3.95 per rental car day, no cap on number of rental days. This change is a result of an increase approved by the Broward County Board of County Commissioners at their January 10, 2006 meeting.

If you have any questions or concerns regarding this contract, please contact Barb Carter, Contract Administrator, at (850) 487-6592, Suncom 277-6592 or email: barb.carter@dms.myflorida.com. Thank you.



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August 17, 2005

MEMORANDUM NO.: (518-020-05-1) - 1

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No: 518-020-05-1
Title: Rental Vehicles

The following changes have been made to the subject contract:

- 1) Contract has been revised to add Amendment 1 correcting duplicative clauses 4.19 and 4.20 addressing price escalation and de-escalation.
2) Rental rates have been changed for In-State and Out-of-State rentals as follows:

Table with 4 columns: IN-STATE Vehicle Class, Retail Base Rate/Day \$, Discount %, Contract Daily Rate. Rows include Subcompact (ECAR), Compact (CDAR), Intermediate (IDAR), Full Size 2/4Dr (FDAR), and Minivan (MVAN).

Table with 4 columns: OUT-OF STATE Vehicle Class, Retail Base Rate/Day (Atlanta) \$, Discount %, Contract Daily Rate. Rows include Subcompact (ECAR), Compact (CDAR), Intermediate (IDAR), Full Size 2/4Dr (FDAR), and Minivan (MVAN).

- 3) Local Avis Account Manager contact information has changed as follows:

Cynthia W. Metcalfe, Florida Governments Account Manager
1414 S. Monroe Street
Tallahassee, FL 32301
Phone: (850) 222-1198, Fax: (850) 222-9370
Email: cynthia.metcalfe@cendant.com.

- 4) The State Purchasing Contract Administrator has been changed from Susan Barr to Barb Carter.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator. Attachment

STATE TERM CONTRACT NO. 518-020-05-1
Rental Vehicles
Amendment No. 1

THIS AMENDMENT, effective as of the last date signed below, is by and between the State of Florida Department of Management Services (the "Department") and the entity identified below as Contractor (the "Contractor"), and amends State Term Contract No. 518-020-05-1 (the "Contract").

WHEREAS the Department awarded the above referenced Contract to AVIS Rent a Car System, Inc. for the provision of Rental Vehicle Services; and

WHEREAS the Contract specifies a Rate Adjustments in Section 4.19 and a Price Escalation / De-Escalation in Section 4.20, both of which address the same subject in different perspectives (e.g. price adjustment); and

WHEREAS the parties wish to correct the duplicative clauses addressing the same subject and also to adjust the contract price.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rate Adjustment: The State of Florida will honor the Rate Adjustment requested by Contractor on July 23, 2005, in accordance with the existing Section 4.19.
2. Section 4.19 shall be the sole provision for future price adjustments under this Contract and shall be modified to read as follows:

4.19 RATE ADJUSTMENTS:

The rate(s) of discounts established by bid must be firm for the duration of the contract period. "Net Rates" may be adjusted only under the following conditions:

The "Net Rates" offered with the proposal shall be firm against any increase for 180 days from the effective date of contract. Requests for increase or decrease may be submitted, with the State reserving the right to accept or reject increases within 30 days after receipt of the request. Any increase accepted shall become effective 30 days after the date of receipt of the request. Any decrease shall become effective 30 days after date of receipt. All requests for increase in "Net Rates" must be substantiated by written evidence that the regular undiscounted retail "Base Rates" have been uniformly increased. "Net Rates" can be decreased based on evidence that the normal undiscounted retail "Base Rates" have uniformly decreased. There can only be one rate adjustment per twelve (12) month period and the maximum net rate percentage increase or decrease per twelve (12) month period shall be limited to 5%. However, if the contractor's fleet costs in any model year increase by 10% or more over the prior model year, then the Contractor may request an additional increase, with the State reserving the right to accept or reject any additional increase within 30 days after receipt of the request. Either party may cancel the contract for convenience, upon 90 days prior written notice.

3. Section 4.20 shall be deleted in its entirety from this Contract upon execution of this Amendment.

**Rental Vehicles
Amendment No. 1
Page 2**

To the extent any of the terms herein conflict with the terms of the Contract as previously amended, the terms of this Amendment shall control. All other terms of the Contract remain in full force and effect.

Warranty of Authority: Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

AGREED AND ACCEPTED:

CONTRACTOR:

AVIS RENT-A-CAR SYSTEM, INC.
2330 NW 37th Avenue
Miami, FL 33142

By: _____

Date: _____

Its: _____

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

By: _____

Date: _____

Approved as to form and legality by the Department General Counsel's Office:

By _____

Date: _____



Suite 315

CERTIFICATION OF CONTRACT

TITLE: Rental Vehicles

CONTRACT NO.: 518-020-05-1

ITN NO.: 17-518-020-L

EFFECTIVE: July 01, 2004 through June 30, 2009

SUPERSEDES: 518-020-99-1

CONTRACTOR(S): AVIS Rent a Car System, Inc (A)

-
- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
 - B. EFFECT - This contract was entered into to provide economies in the purchase of Rental Vehicles services by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
 - C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order).
 - D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.

- E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

- F. CONTRACT APPRAISAL FORM – State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

Authorized Signature

(Date)

FS/sb

Attachments

CONTRACT ADMINISTRATOR

BARBARA CARTER

PHONE: (850) 487-6592

SUNCOM 277-6592

E-MAIL: carterb@dms.state.fl.us

Invitation to Bid

No.:17-518-020-L

RENTAL VEHICLES

1.0 Introduction: The State of Florida, Department of Management Services, invites interested bidders to submit bids in accordance with these solicitation documents. The purpose of this solicitation is to establish a 5 year state term contract with an option to renew for 5 years to provide quality and timely rental vehicle services to State of Florida employees at commercial airports within Florida and out-of-state in order to obtain the maximum level of service and economy for the State. It is estimated that approximately 115,025 rentals and \$10,000,000 in annual rentals will be transacted under the terms and conditions of this contract. These estimated figures and other estimated figures in the specifications are given only as a guideline for preparing a bid and should not be construed as representing actual rentals or expenditures under the contract. It is estimated that approximately 80% of rentals will be in-state and 20% out-of-state. NOTE: The approximate number of rentals and revenue includes personal use by eligible users of the contract. The current contractor offers eligible users State contract rental rates for personal business. The contract term is anticipated to begin on July 1, 2004 and to end June 30, 2009.

Refer ALL Inquiries to:

Charles Day, Purchasing Analyst
State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 315
Tallahassee, FL 32399-0950
(850) 488-5498 (facsimile)
dayc@dms.state.fl.us

2.0 Event Calendar
No.:17-518-020-L
RENTAL VEHICLES

The following Calendar of Events provides the anticipated timeline that applies to this solicitation:

- May 18, 2004: Launch ITB; Begin Preview Period
- May 20, 2004: Intent to Participate In Training Vendor Response Due. Email Susan Barr at barrs@dms.state.fl.us
- May 25, 2004: MFMP Solicitation Tool Training for Bidders @ 2:00 p.m. E.S.T. Phone # (850) 410-0966
- May 27, 2004: Written Questions Due From Bidders no later that 5:00 p.m. E.S.T. **Questions No Longer Accepted.**
- June 1, 2004: Written Answers Posted. End Preview Period, Bid Documents Available for Responses
- June 9, 2004 Addendum No. 3 posted
- June 11, 2004 Written Questions Due From Bidders no later that 5:00 p.m. E.S.T. **Questions No Longer Accepted.**
- June 14, 2004 Written Answers Posted. End Preview Period, Bid Documents Available for Responses
- June 17, 2004: Bids Due by 2:00 p.m.
- June 21, 2004 Post Intent to Award
- June 24, 2004: Contract Awarded (if any)

Any changes to the Event Calendar will be posted within MyFloridaMarketPlace using the message board. Each bidder is responsible for monitoring the site for new or changing information concerning this solicitation.

3.0 Instructions to Bidders

Contents

- 3.01 Definitions**
- 3.02 General Instruction**
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- 3.15 Discriminatory Vendors**
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- 3.17 Performance Qualifications**
- 3.18 Execution of Bid**
- 3.19 Submittal of Bid**
- 3.20 Special Accommodation**
- 3.21 Bid Tabulation and Electronic Posting of Notice of Intended Award**
- 3.22 Firm Bids**
- 3.23 Clarifications/Revisions**
- 3.24 Contract Formation**
- 3.25 Contract Overlap**
- 3.26 Purchasing Card Program**
- 3.27 Public Records**
- 3.28 Bid Protests**
- 3.29 State Objectives**

3.01 Definitions: See the General Conditions 5.01 for definitions of terms material to these instructions.

3.02 General Instruction: The bidder shall read all of the solicitation documents and comply with all specified requirements.

3.03 Terms and Conditions: All bids are subject to the terms of the following sections of these solicitation documents, which, in case of conflict, shall have the order of precedence listed: technical specifications; instructions to bidders; and general conditions. These terms and conditions supersede the "general conditions" contained in the Bidder Acknowledgement form (PUR 7027 Rev. 6/1/98), which is included in the sourcing tool of the solicitation documents. The Department objects to and shall not consider any additional terms or conditions submitted by

a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

3.04 Eligible Customers of Contract: All Florida government entities are considered Eligible Customers of the Rental Vehicle Services contract. This includes, but is not limited to Executive Branch, Legislative Branch, Judicial Branch, K-12, universities, community colleges, counties, cities, and other entities approved by Department of Management Services. With the consent of the successful bidder, purchases may be made under the terms and conditions of this solicitation by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract. Also, with the consent of the successful bidder, purchases may be made under the terms and conditions of this solicitation by vendors providing contractual services to Eligible Customers, under the condition that Rental Vehicle Services are being used in the delivery of contractual services to Eligible Customers. This definition of Eligible Customers is to be used in conjunction with the definition defined in General Conditions (Section 5.0).

3.05 Who May Bid: By submitting a bid, each bidder certifies that it satisfies the following criteria in addition to any other specified in the solicitation documents. Failure to supply this information if requested may result in disqualification of your Bid.

- **Provides rental vehicle services to the State of Florida on an as-needed basis, located in commercial airports within Florida and out-of-state**
- **Provides reservations and personnel and service counters or direct telephone lines, to the off airport location and shuttle services located in the passenger terminals at commercial airports, and provides full-time staff that meets all commercial flights at all times, capable of handling reservations and inquiries, in accordance with Specifications paragraph 4.04**
- **Rental vehicles located at commercial airports in the passenger terminals or shuttle services available as directed by the airport authority, in accordance with Specifications paragraph 4.04**
- **Provides local market service for the following locations:**

Gainesville - Location must be near the University of Florida campus. Maximum of 2 miles from the University of Florida Campus. Service must be available seven (7) days a week. Minimum operational hours Monday – Friday 7:00 AM - 6:00 PM, Saturday and Sunday 9:00 AM – 1:00 PM.

Tallahassee - Location must be near the Capitol Center. Maximum of 1.5 miles from the Capitol Building. Service must be available seven (7) days a week. Minimum operational hours Monday-Friday 7:30 AM - 9:00 PM, Saturday and Sunday 8:00 AM - 9:00 PM

- **Bidder has a proven track-record of demonstrated performance by the established abilities to accept and deliver a high degree of customer satisfaction.**

Using the MFMP sourcing tool, each bidder shall identify a minimum of two (2) private or public clients under similar contracts relative to the volume of services to which the bidder has provided similar services within the past two (2) years.

3.06 MFMP Solicitation Overview. The Preview Period is the length of time between the launch of the solicitation and the posting of written answers, it is also the time to review the ITB documents, ask questions, digest answers, and prepare for the bidding stage. This length of time is indicated in Section 2.0 of the Event Calendar and remaining time is identified in the upper-right corner of the screen when logged on to the solicitation in MyFloridaMarketPlace Sourcing Tool. When the Preview Period Closes, the Bidding Event is immediately opened thereafter. Bidders may revise their Bid up until the deadline specified in Section 2.0 Event Calendar and the MyFloridaMarketPlace Sourcing Tool; the last Bid submitted will be utilized.

3.07 MyFloridaMarketPlace Sourcing Tool Tips: When working in the Sourcing tool, be aware of the twenty minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to insure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the Sourcing tool only saves your bid responses. The SAVE button **does not transmit your bid response to the State.** In order to transmit your bid response to the State, you must click the SUBMIT button on the SUMMARY page of the bid response.

After hitting the SUBMIT button, it is your responsibility to check your submitted bid response within the Sourcing tool to verify that your response is accurately and completely captured within the Sourcing tool. You must do this while there is time remaining in the bidding period in case you discover an error and need to resubmit a revised bid response.

To validate your bid response, you should do the following before the bidding period ends:

1. Go to My Bids/ My Responses tab within Sourcing tool after you submitted your bid response
2. Click on the Bid ID number of your last submitted bid response
3. Review entire bid response to make sure all responses are complete, accurate and as you intended to submit.

Minimum areas to check are:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Is the displayed answer correct?
- All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?
- Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?

- Pricing Information – Are all prices you intended to submit visible and accurately captured within Sourcing tool?
- Required Items - Are all items listed on Proposal Preparation Checklist completed as required within the Sourcing tool?

It is strongly recommended not to wait until the last minute to upload and validate your bid response.

Email Notification:

Vendors are reminded that the Sourcing tool's email notifications are an option provided to bidders as a courtesy. The State of Florida is not under any obligation and does not guarantee that bidders will receive email notifications concerning the posting, amendment or close of solicitations.

Vendors are responsible to check the MyFloridaMarketPlace Sourcing tool and / or the Vendor Bid System for information and updates concerning solicitations

3.08 MFMP Solicitation Tool Training for Bidders: An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITB is scheduled on the date indicated on the Event Calendar section 2.0

Please go to http://marketplace.myflorida.com/vendor/suppliertraining_itb.pps and review the vendor training link and download the document titled **Supplier Training_ITB.ppt**. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number listed in the Event Calendar approximately 1 minute before the scheduled time.

Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another vehicle to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot make the Optional training conference call or want additional guidance. The link is https://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event handled in accordance with Chapter 60A-1.008(4), Florida Administrative Code.

3.09 Amendments to the Solicitation Documents:

The Department reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted within MyFloridaMarketPlace using the message board. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each bidder is responsible for monitoring the site for new or changing information concerning this solicitation.

3.10 Ordering Instructions: Ordering Instructions included in the sourcing tool shall identify persons responsible for answering questions about the bid and administering the Contract and shall provide information necessary for placing orders under the Contract.

3.11 Basis for Award: The Department intends to make an award to a single bidder, statewide, submitting the lowest responsive and responsible bid. Bid prices will be calculated for each vehicle class for in-state and out-of-state rentals. The lowest total cost (bid) to the state will be determined by adding the Per Day Net Rate plus Non-Mandatory Fees, applicable Refueling Charge Per/Gallon (not to include the EIA price of gasoline), Per Hour Charge, and Excessive Mileage Charge (if applicable). The sum of these charges will be weighted by Vehicle Class Usage, and In-State and Out-Of State usage. The sum of the Total In-State Bid Price and Total Out-of-State Bid Price will determine the lowest Total Cost Bid. **Pricing must be submitted for ALL classes of vehicles listed on the price sheets.**

The Department reserves the right to reject pricing that is greater than pricing offered to other potential Customers (e.g., city, county, university, or federal contracts). The Department reserves the right to accept or reject any and all bids, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

3.12 Questions/Contract Analyst: Bidders shall examine this solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which are unclear or may restrict competition, bidders should submit notice to the Department using the Sourcing tool's Q&A Board by due date for bidders to submit questions listed in the Calendar of Events. Do not contact the Purchasing Analyst or Customers directly. Within the submitted question, bidders must do the following:

1. Identify and describe in detail their difficulty in meeting the Department's specifications
2. Provide detailed justification for a change
3. Provide recommended changes to the specifications

A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to the solicitation shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this solicitation, which shall be posted as an addendum to the solicitation in the Sourcing tool and on the State's Vendor Bid System in order that all bidders shall be given the opportunity of submitting proposals to the same specifications.

Please note that questions will NOT be answered via telephone or fax. The Department shall post the answers to the questions via the System by the date stated on the Event Calendar. Each bidder is responsible for monitoring the System for new or changing information. New communications will be posted within the Message Center on the System. The Department shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the Purchasing Analyst. Questions shall not constitute formal protest of the specifications or of the solicitation. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code.

3.13 Conflict of Interest: This solicitation is subject to Chapter 112 of the Florida Statutes. Bidders shall disclose with their bid the name of any officer, director, employee or other agent who is also an employee of the State. Bidders shall also disclose the name of any State

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder or its affiliates.

3.14 Convicted Vendors: A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

3.15 Discriminatory Vendors: An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

3.16 Bidder's Representation and Authorization: In submitting a bid, each bidder understands, represents, and acknowledges the following (if the bidder cannot so certify to any of following, the bidder shall submit with its bid a written explanation of why it cannot do so).

- A. The bidder is not currently under suspension or debarment by the State or any other governmental authority.
- B. To the best of the knowledge of the person signing the bid, the bidder, its affiliates, subsidiaries, directors, officers, and employee are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- C. To the best of the knowledge of the person signing the bid, the bidder has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- D. The bidder has fulfilled all of the Usage Fee and Transaction Fee reporting and payment requirements as specified in the terms and conditions of all agreements with State of Florida agencies. See <http://marketplace.myflorida.com/vendor/transaction.htm> for more information.
- E. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- F. The proposal prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other bidder or potential bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any bidder or potential bidder, and they will not be disclosed before bid opening.
- G. The bidder has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- H. Neither the bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- I. The service offered by the bidder will conform to the specifications without exception.
- J. The bidder has read and understands the Contract terms and conditions, and the bid is made in conformance with those terms and conditions.
- K. If an award is made to the bidder, the bidder agrees that it intends to be legally bound to the Contract that is formed with the State.
- L. The bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the bid.
- M. The bidder shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense that may be incurred or be caused by any error in the bidder's preparation of its bid.

- N. The bidder has engaged in no activity with respect to this solicitation that violates the Right of Honest Government Act, Chapter 2003-158, Laws of Florida, and particularly, but not limited to, the portion codified as Section 838.22 (3) of the Florida Statutes.
- O. All information provided by, and representations made by, the bidder are material and important and will be relied upon by the State in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the State of the true facts relating to submission of the proposal. A misrepresentation shall be punishable to the fullest extent under law.

3.17 Performance Qualifications: The Department reserves the right to investigate or inspect at any time whether the product/service, qualifications, or facilities offered by bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Vendor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the bidder for the production, distribution, and servicing of the product bid. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product/service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the bid or terminate the Contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, bidder is not relieved from fulfilling all Contract requirements.

3.18 Execution of Bid: The bid/proposal shall include all appropriate forms located within the MyFloridaMarketPlace Sourcing tool RFX Info Section. Requested question responses location choices and pricing shall be entered electronically in the MyFloridaMarketPlace tool as indicated. Failure to provide all requested information within the bid/proposal package may result in rejection of the proposal.

3.19 Submittal of Bid: Bidders will submit their proposal via the MyFloridaMarketPlace Sourcing tool in the System. In the event a bidder submits more than one response, only the last response received by the system shall be considered for award. Proposals not submitted within the System shall be rejected. Each bidder is responsible for ensuring that the proposal is submitted at the proper time. The Department shall not consider late proposals and the System will NOT accept proposals after the due date and time specified in the Event Calendar or as amended by the Department. The System will require bidders to review Bidder Checklist and confirm that they have completed all required activities before accepting proposal. The Bidder Checklist does not relieve the bidder of responsibility for ensuring that all requirements of the proposal are included with the proposal submittal. **PROPOSALS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE SPECIFIED ON THE EVENT CALENDAR.**

3.20 Special Accommodation: Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

3.21 Bid Opening and Electronic Posting of Notice of Intended Award: Bids shall be opened on the dates indicated in the Event Calendar and thereafter evaluated. Bidders may, but are not required to, attend the bid opening. Prices will not be read, pursuant to section 119.07(3) (m) of the Florida Statutes. After review, the Department shall electronically post a notice of intended award at:

http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu.

If the award is delayed, in lieu of posting the notice on the date indicated on the Event Calendar, the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 3.28 of the above for more information on protests). The Department shall not provide bid tabulations or notices of award by telephone.

3.22 Firm Bids: The Department may make award within sixty (60) days after the date of bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, a bid shall remain firm until either the Department awards the Contract or the Department receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.23 Clarifications/Revisions: Before award, the Department reserves the right to seek clarifications, to request bid revisions, and to request any information deemed necessary for proper evaluation of bids from all bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

3.24 Contract Formation: No contract shall be formed between bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a bidder in preparing or producing its bid or for any work performed before the Contract is effective.

3.25 Contract Overlap: Bidders shall identify and submit any services covered by this solicitation that they are currently authorized to furnish under any other contract with the Department. By entering into the Contract, a Contractor authorizes the State to eliminate duplication between agreements in the manner the State deems to be in its best interest.

3.26 Purchasing Card Program: The State has implemented a purchasing card program through Bank of America, using the Visa network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, bidders must presently have the ability to accept Visa or take whatever steps necessary to implement the

ability before the start of the Contract term. The State reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

3.27 Public Records: Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a bidder believes that its proposal contains information that should not be a public record, the bidder shall clearly segregate and mark that information (for example, stamp each page “Confidential” and place it in an envelope marked “Confidential”) and briefly describe in writing the grounds for claiming exemption from the public records law. The Department will not independently evaluate the offeror’s claim of exemption. If the Department receives a public records request related to the proposal, the Department shall notify the bidder in writing at least seven days before making the information available for review by the requester. The bidder shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. If the bidder fails to do so, the Department shall make the information available for review. In no event shall the Department or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

3.28 Protests: Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes, and Chapter 28-110 of the Florida Administrative Code. It is the Department’s intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. **Notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.** Questions to the Contract Analyst shall not constitute formal notice. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for a filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.29 State Objectives (rev. 03/22/04):

Within thirty (30) calendar days following award of the contract, the successful proposer(s) shall submit plans addressing each of the State’s five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. In addition, bidder’s seeking preference for a drug free workplace in the event of tie/identical bids shall agree to the attached “Certification of Drug-Free Workplace Program” form to certify that the Respondent has a drug-free workplace program.

1) One Florida Initiative: Florida is a state rich in its diversity. Governor Bush's One Florida Initiative is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State’s procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

To track the success of the One Florida Initiative, which has achieved substantial gains in extending opportunity to minority- and women-owned businesses, the State of Florida maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the state are obligated to provide information related to the use of minority- and women-owned businesses and subcontractors.

The Contractor shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small and minority and women-owned businesses. **Contractor's Plan will be submitted via the Sourcing tool in Stage 3.** Please refer to the Governor's "Equity in Contracting Plan" when preparing this documentation:

http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_contracting.html

Equity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Equity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least quarterly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

2) Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any proposal the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3) Certification of Drug-Free Workplace Program: The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractor's drug free. Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items in this solicitation.

4) Products Available from the Blind or Other Handicapped (RESPECT):

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items in this solicitation.

5) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section [946.515](#)(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of bid.

4.0 Specifications

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4.01 DEFINITIONS

“Base Rate”: Refers to the current retail (undiscounted) per day rental rates for the specified vehicle class.

“In-State Rental”: Rentals picked-up and returned within the State of Florida.

“Mandated Fees”: For the purposes of this solicitation, mandated fees are those charges imposed upon the contractor by a governmental entity or airport authority that are applicable and specifically authorized to be collected from the eligible user. (Mandated Fees include only the charges that are assessed against a renter. They do not include fees assessed against the contractor).

“Non-Mandated Fees”: Any charges (fees, add-ons, etc.) not specifically included or defined in this solicitation with the exception of City Premium Surcharges.

“Net Rate”: Refers to the discounted per day rental rates for the specified vehicle class.

“Refueling Service Fee”: A per gallon fee charged for the services of refueling a vehicle returned in Florida with less than a full tank based on the fuel gauge. (This does not include the price of gasoline).

4.02 SCOPE AND CLASSIFICATION

Scope: The State of Florida is seeking responsible vendors to provide Rental Vehicle Services to eligible users. The Instructions to Bidders and Specifications are considered the minimum requirements for a company to qualify as a bidder.

Classification: The following classifications of vehicles are representative models used for comparison only. All other models with like specifications are acceptable.

<u>CLASS NO.</u>	<u>CODE</u>	<u>DESCRIPTION/REPRESENTATIVE MODELS</u>
Class 1	(ECAR)	Economy – Chevrolet Metro/Ford Escort
Class 2	(CDAR)	Compact – Chevrolet Cavalier/Pontiac Sunfire
Class 3	(IDAR)	Intermediate – Pontiac Grand Am/ Oldsmobile Alero
Class 4	(FDAR)	Full Size 4-Door – Chevrolet Impala/Ford Taurus
Class 5	(MVAN)	Minivan – Pontiac Motanza/Ford Windstar

All vehicles are to include automatic transmissions and air conditioning, am/fm radio or compact disc/tape player. No additional charges will be accepted for vehicles having additional equipment or options or company imposed surcharges unless requested by the customer.

4.03 RATES / DISCOUNTS:

- Rental rates quoted shall apply uniformly at all rental locations, airports and cities in Florida where the bidder provides service
- City assessed surcharges, uniformly charged to rental companies will be paid by the State and political subdivisions as an addition to the rental rate
- Rental rates or discounts quoted must not include the city assessed surcharges, security fees or concession fees as mandated by the airport authority
- Out-of-state rental rates or quoted discounts, excluding special city assessed surcharges, must apply uniformly at the airports and cities out-of-state except locations in Alaska, Hawaii, other countries, and on weekends and holidays at locations in New York.
- Atlanta, Georgia airport is used as a representative city for out-of-state evaluation purposes

- Rental rates quoted must be available to all State of Florida Agencies and Eligible Customers which may desire to utilize this contract
- Any special in-state or out-of-state rates available to all customers at the time of rental, which would result in a lower net rate including primary insurance coverage in the amount specified in the Specifications 4.13 offered herein, will be provided to the individual traveling on official business
- Rental rates shall be based on a 24 hour day starting from the time the vehicle is rented. A per hour overtime rate may apply
- Late charges are based a per hour charge not to exceed the daily rate

4.04 LOCATION OF RENTAL FACILITIES:

The vendor must have reservations, personnel, and service located in the passenger terminals, of the majority of major airports in Florida serviced by regularly scheduled commercial airlines. In-terminal reservations, personnel and service counters must be provided in 90% of the airports listed in this paragraph, and rental automobiles must be located at or near the passenger terminal in each of the following major airports: Tampa, Tallahassee, Orlando, Miami, Gainesville, Ft. Lauderdale, Ft. Myers, Daytona, Eglin AFB, Jacksonville, Pensacola, Panama City, Naples, West Palm Beach and Key West. In-terminal service as specified must be available and operational in each of the listed major airports by July 1, 2004.

Local market service as specified and including service counters and rental automobiles must be available in the following cities within 60 days of notification that contractor is the responsive low bidder.

Gainesville - Location must be near the University of Florida campus. Maximum of 2 miles from the University of Florida Campus. Service must be available seven (7) days a week. Minimum operational hours Monday – Friday 7:00 AM - 6:00 PM, Saturday and Sunday 9:00 AM – 1:00 PM.

Tallahassee - Location must be near the Capitol Center. Maximum of 1.5 miles from the Capitol Building. Service must be available seven (7) days a week. Minimum operational hours Monday-Friday 7:30 AM - 9:00 PM, Saturday and Sunday 8:00 AM - 9:00 PM

Estimated Number of Annual Rentals by Rental Location:

Tampa Airport – 9000
 Tallahassee Airport – 16000 / Local Market –9600
 Orlando Airport – 7000
 Miami Airport – 6000
 Gainesville Airport – 4500 / Local Market – 7000
 Ft. Lauderdale Airport – 5300
 Jacksonville Airport – 3700

Estimates include personal rentals offered by current vendor. NOTE – These figures are given only as a guideline.

4.05 SERVICE REQUIREMENTS:

At all rental locations vendor must be capable of providing timely check out, check in and transportation to rental vehicles and to the terminal where required. Unless unusual circumstances exist, it is required that service be provided and completed within the following times after arrival at the appropriate locations: Check out - 20 minutes, check in - 10 minutes, and transportation to vehicles or terminal 10 minutes each way.

4.06 KNOWLEDGEABLE PERSONNEL:

Vendors must assure that all counter personnel at all locations in Florida are thoroughly familiar with all terms and conditions of the contract, and the rental rate structure. All out-of-state counter personnel must have information available regarding the terms, conditions, and rental rate structure of the contract.

4.07 RESERVATION SERVICES:

Free reservation service for any city must be available through all rental locations, airlines, and travel agencies. A toll free number must also be available for a centralized reservation service. Written confirmation of reservations must be provided upon request. If the vendor is unable to provide a vehicle of the class confirmed, a vehicle of larger class must be provided at the rental rate of the class confirmed. The vendor must assure that reservations are not overbooked.

4.08 DROP-OFF CHARGES:

No drop off charges will be authorized for reserved rentals which originate and terminate at rental locations in Florida. It is estimated that approximately 8% of rentals will be one way rentals.

4.09 IN-STATE EXCESS MILEAGE CHARGE:

Contract is designed to provide an estimated average usage of 130 miles per day of rental vehicle services from airport locations based on a (2) two day rental. If vendor experiences an excessive number of high mileage trips that increase the total average miles of in-state contract usage above 150 miles per day vendor may request to impose an excess mileage charge to in-state rentals in excess of 130 miles per day. The State must receive written request documenting excessive mileage and requesting to impose excess mileage charges a minimum of 30 days prior to the date the approved excess mileage charges proposed are to be effective. Excess mileage charges can be adjusted only when net rates are adjusted. All increases must be fully justified and documented.

4.10 REFUELING SERVICE:

In-State and Out-of State rates are dry rates and do not include fuel. Gasoline will be charged to the State when the vehicle is checked-in based on the vehicles fuel gauge reading. **It is suggested that State Employees refuel prior to returning the vehicle or refueling charges may apply.**

When a rental vehicle is returned with less than a full tank of gasoline, a refueling service charge may apply. The refueling service charge is a **per gallon** rate added to the total calculated fuel price of gasoline using the Fuel Gauge Reading upon return of the vehicle. This refueling service charge and total calculated fuel price of gasoline will be added to the rental invoice.

The fuel price is per gallon and shall be calculated by using the “U.S. Retail Gasoline Prices” for Florida, or the state in which the vehicle (region if state is unavailable) is returned and refueled, as reported by the Energy Information Administration (EIA), an independent statistical and analytical agency within the U.S. Department of Energy. If the vehicle is refueled out-of-state, the vendor may use the Florida U.S. Retail Gasoline Prices or the state or region pricing index in which the vehicle is refueled. The reported price per gallon includes all taxes. The grade of gasoline (unleaded, mid-grade or premium) used for calculating the price of gasoline will be determined by the rental vehicle manufacturer’s owner manual.

Contractor shall not include in the price of gasoline billed to the state, any taxes from which the contractor is exempt.

Adjustments to the fuel price shall be effective every Monday, as reported by the EIA, and shall apply until the next reported weekly price. It is the responsibility of the vendor to update the fuel price as specified. It is the responsibility of the eligible user to review all charges. These weekly fuel prices can be accessed at the EIA “U.S. Retail Gasoline Prices” web page:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

Florida uses conventional gasoline year round with the exception of areas that have a Reformulated Gasoline (RFG) program during the summer months. These RFG area regulations are promulgated by the U.S. Environmental Protection Agency under the Clean Air Act. These RFG area programs start in June and run through the end of August. Rentals that are returned in the RFG areas will use the RFG Areas price; all other rentals will use the Conventional Areas price.

Fuel Gauge Reading

Fuel calculations will be based on eighths of a tank of gasoline for determining the total fuel cost. The amount of fuel used will be determined by the fuel gauge reading for the specific rental vehicle fuel tank capacity.

4.11 METHOD OF PAYMENT:

Individual rental company credit cards issued by the rental company, trip rental slips provided by the rental company, State of Florida Purchasing Card, Master Card, Visa, American Express, Discover Card, Diner's cards, and air travel cards must be acceptable methods of payment for rental vehicles.

4.12 BILLING CONDITIONS:

A rental agreement must be prepared for each individual renting a vehicle. Invoices, at a minimum, must contain the following data: (THE STANDARD INVOICES OF RENTAL COMPANIES MAY BE USED PROVIDED THE REQUIRED DATA IS INCLUDED). All invoices must be complete and legible.

Required Data:

- Driver's Name
- Billing Address (Driver's Home Address must not be used)
- Date and time vehicle was checked out
- Date and time vehicle was checked in
- Beginning mileage
- Ending mileage
- Miles driven
- Vehicle rental rate per day
- Vehicle rental rate per hour if applicable > 150 miles (not to exceed the daily rate)
- Excess mile charge if applicable
- Applicable and DMS approved fees including mandated, non-mandated, and City Premium Surcharges
- Per Gallon and EIA refueling service charge if applicable
- Number of gallons calculated from the fuel gauge chart

Contractor must offer a variety of billing methods to meet the varied needs of state agencies eligible customers. Contractor and others acting on behalf of contractor are prohibited from sending invoices or any correspondence regarding invoices to employee's home address.

4.13 MINIMUM INSURANCE REQUIREMENTS FOR BUSINESS USE:

Rates must include the following insurance coverage as minimum liability on a primary coverage basis:

Bodily injury	\$100,000 per individual
Bodily injury	\$300,000 per accident
Property Damage	\$ 50,000
Comprehensive	Non Deductible
Collision	Non Deductible

Rental rates must include liability insurance in compliance with applicable laws:

Insurance Overriding Agreement - The State shall have the right and privilege to allow business associates of the renter to use the rented vehicle, even though the associate is not an employee of the renter or the state, and has not signed the rental agreement; provided, however, that such associate shall be duly licensed driver. Any such associate granted such permission shall be entitled to receive all insurance and other benefits of the rental agreement, to the extent as if such had signed the rental agreement. For the purposes of this section, associate shall be defined as business associates, spouse, life partner and children above the age of 25 living at home.

NOTE - Evidence or statement of compliance with insurance requirements must be provided upon request.

4.14 GIFT PROGRAMS:

Gift coupons or gifts provided by promotional programs are not desired nor will they be included in the evaluation of rental rates quoted.

The State reserves the right to be allowed to take the value of gifts, stamps, or gift coupons as additional discounts from rental rates, or receive the cash value of the gifts, stamps, or gift coupons. The contractor must establish the cash value of gifts, stamps, or gift coupons.

4.15 CLASS VEHICLES:

The contractor must provide late model vehicles of same classes, mileage, and condition provided regular rental customers. Contractor must assure quality vehicles are provided by ensuring that the vehicles are maintained in a clean, safe, and reliable mechanical condition.

The contractor must be able to provide vehicles for travelers with disabilities in Florida if the demand for the particular vehicles is great enough to make it profitable and feasible for the contractor.

4.16 USE OF OTHER RENTAL VEHICLES:

State employees will be required to utilize the awarded contractor, except when the contractor is unable to meet the rental needs of the eligible user as specified in 60A-1.008(4).

4.17 SUMMARY OF RENTALS:

The contractor, upon request, must provide the Department of Management Services summary reports of rentals which will include gross rentals for all activities using vehicles and the total for all rentals. For the major cities data must be provided, upon request, including total number or rentals, average cost per rental, average miles used per day, average days per rental, percentage of one way rentals, and the percentage of rentals by vehicle class. This management information must be available for all methods of payment specified in Section 4.11.

4.18 CONTACT AND INFORMATION:

The qualified contractor must provide and maintain for duration of contract one full-time management level person within the State of Florida to contact regarding questions and problems and to manage the state account. If requested, contractor must provide to the Department of Management Services copies of all correspondence and instructions that are issued to rental locations regarding the rental vehicle contract and rental rates.

4.19 RATE ADJUSTMENTS:

The rate(s) of discounts established by bid must be firm for the duration of the contract period. "Net Rates" may be adjusted only under the following conditions:

- The "Net Rates" offered with the proposal shall be firm against any increase for 180 days from the effective date of contract. Requests for increase or decrease may be submitted, with the State reserving the right to accept or reject increases within 30 days after receipt of the request. Any increase accepted shall become effective 30 days after the date of receipt of the request. Any decrease shall become effective 30 days after receipt. All requests for increase in "Net Rates" must be substantiated by written evidence that the regular undiscounted retail "Base Rates" have been uniformly increased. "Net Rates" can be decreased based on evidence that the normal undiscounted retail "Base Rates" have uniformly decreased. If the State rejects a request for increase, the contractor may cancel the contract, effective either 60 days after receipt of the request or 45 days after receipt of the notice of cancellation, whichever is the latter.

4.20 PRICE ESCALATION / DE-ESCALATION

A price escalation or de-escalation may be requested, by the Contractor or the Department at the time of the contract anniversary by using the Producer Price Index (PPI) for Passenger Car Rentals, Business Travel, as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (series id PCU53211153211211, Base Date 9812: 1998=100.0)

New PPI / Old PPI = Price Escalation Rate

“Old Price” x “Price Escalation Rate” = New Price

The last published non-preliminary Producer Price Index prior to award of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the New PPI Index. Increases claimed by the Contractor in accordance with this formula must be documented by the Contractor to the Departments' satisfaction at least 30 calendar days prior to the effective date of the increase.

The price escalation / de-escalation formula will be tied to the change in the commodity **Producer Price Index (PPI) for Passenger Car Rentals, Business Travel (Series: PCU53211153211211, Base Date 9812: 1998=100.0)**. The formula is calculated by dividing the New PPI Index by the Old PPI Index to identify the Price Escalation Rate. The Old Price is

multiplied by the Price Escalation Rate to determine the New Price. This formula applies after Year 1 of the contract and on each subsequent anniversary of the contract effective date.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site: <http://www.bls.gov/ppi/>. Navigate to the “Get Detailed Statistics” section, and then to the “Create Customized Tables (one table)” section, and click on the link titled “Industry Data.” In the “Producer Price Index Industry Data” query screen, type “**532111**” in box labeled “1 Select a Group” and hit the adjacent button labeled “Find.” The group called “**532111 Passenger Car Rentals**” will automatically be selected, and the items that comprise this group will be displayed to the right. Type “**53211153211211**” in the box labeled “2 Select one or more items” and hit the adjacent button labeled “Find.” The item called “**53211153211211 Business travel**” will automatically be selected. In the area titled “3 Select Seasonal Adjustment.” de-select the checkbox labeled “Seasonally Adjusted” (the check box should be empty, without an “x”). Then, click the button labeled “Get Data” in the area labeled “4.”

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5.47 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

5.48 Products Available from the Blind or Other Handicapped

5.49 Modification of Terms

5.50 Waiver

5.51 Execution in Counterparts

5.52 Severability

5.01 Definitions:

The term “Bid” means the offer extended to the Department in response to this solicitation.

“Contract” means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the Department and Contractors.

“Contractor” means a successful Bidder, which, along with the Department, will enter into the Contract. The Department may make a multiple award, but for sake of convenience the solicitation documents use the singular form of this term. If a Contractor is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “Contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Bidder, however, dealers and resellers are not parties to the Contract, and the Contractor that certifies them shall be responsible for their actions and omissions.

“Customer” means the State agencies and other eligible users that will order products directly from the Contractor under the Contract. By ordering products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.

“Department” means the Florida Department of Management Services. The Department will be a party to the Contract. “State Purchasing,” a division within the Department’s Support Program, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. State Purchasing may be reached at 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850) 487-4634, or via links posted at <http://www.myflorida.com/myflorida/business/index.html>. The Department reserves the right to contract with a third-party service provider to assume responsibility for administration of the Contract.

“Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

“Purchase Order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

“Purchasing Analyst” means the State Purchasing employee who is primarily responsible for administration of the Contract. The Department shall conspicuously post contact information on

its Internet web page associated with the Contract. The Department may appoint a different Purchasing Analyst, which shall not constitute an amendment to the Contract, by updating the posted contact information and sending notice to Contractor. Any communication to the Department by Contractors, by State Customer contract managers or contract administrators, or by other Customer purchasing officials, shall be addressed to the Purchasing Analyst.

“State” means the State of Florida and its agencies.

“System” means the State’s MyFloridaMarketPlace eProcurement system.

5.02 Eligible Customers:

Section 287.056, Florida Statutes governs agencies’ use of the Contract. Customers participating in the Contract do so according to the following terms: (1) non-State Customers assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular Customer shall not be deemed a breach of the Contract as a whole, which shall remain in full force and effect, and shall not affect the validity of the Contract nor the Contractor’s obligations to non-breaching Customers or the Department; (3) the State shall not be liable for any breach by a non-State Customer; (4) each non-State Customer and the Contractor guarantee to save the State and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

5.03 Product Version:

Purchase orders shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

5.04 Quantity Discounts:

Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

5.05 Best Pricing Offer:

During the Contract term, if the State becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

5.06 Sales Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Purchasing Analyst documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to

all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

5.07 Trade-In:

Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Office of the State Comptroller and to the agency property custodian.

5.08 Americans With Disabilities Act:

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.09 Purchase Orders:

A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of Section 287.058(1), Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Even where not otherwise required, **CUSTOMERS ARE ENCOURAGED TO INCLUDE PROVISIONS THAT PROMOTE GOOD CONTRACT MANAGEMENT PRACTICES AND ENABLE THE CUSTOMER AND CONTRACTOR TO MONITOR AND ADJUST PERFORMANCE**, for example, provisions clearly defining the scope of the work, provisions dividing the order into objectively measured deliverables, provisions setting forth schedules for completion and (where appropriate) liquidated damages for untimely completion, etc. State Customers shall designate a Contract Manager and a Contract Administrator as required by subsections 287.057(14) and (15). The Department reserves the right to revise this section in conjunction with the ongoing implementation of its online procurement system, MyFloridaMarketPlace.

5.10 Packaging:

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

5.11 Manufacturer's Name and Approved Equivalents:

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are descriptive, not restrictive. With the Department's prior approval, the Bidder may offer any product that meets or exceeds the applicable specifications. The Bidder shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine in its sole discretion whether a product is acceptable as an equivalent.

5.12 Inspection at Contractor's Site:

The State reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor or prospective Contractor (Bidder) to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

5.13 Safety Standards:

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

5.14 Literature:

Upon request, the Contractor shall furnish Customers literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

5.15 Transportation and Delivery:

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and Contractor suspension.

5.16 Installation:

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

5.17 Inspection and Acceptance:

Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed products, the date of acceptance is the date the Customer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Customer shall certify in writing to the Contractor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional). For Customer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

5.18 Transaction Fee:

The Department has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Contractors may view Rules 60A-1.030, 60A-1.031 and 60A01.032 by navigating to www.MyFlorida.com, and clicking on the 'MyFloridaMarketPlace/e-Pro' link under 'Hot Topics.' Once on this page, navigate to the 'Related Rule' link under the 'Related Topics' category.

Detailed Instructions on how to report sales and submit Transaction Fees to the State and a copy of the reporting form (Form PUR 3776) are available by navigating to www.MyFlorida.com, and clicking on the 'MyFloridaMarketPlace/e-Pro' link under 'Hot Topics.' Once on this page, navigate to the 'Transaction Fee Reporting' link under the 'Vendor' category.

For more information concerning the use of Form PUR 3776 and/or Transaction Fees, please contact MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866-352-3776), or via email at vendorhelp@myflorida.com.

5.19 Invoicing and Payment:

Invoices shall contain the Contract number, purchase order number, and the Contractor's FEIN (Federal Employee Identification Number) number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the Department's option, Contractors may be required to invoice electronically pursuant to Department guidelines. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

5.20 Taxes:

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Purchases by non-State Customers may be subject to taxes, which shall be computed based on the purchase price and added to the invoice submitted to such entity for payment.

5.21 Customer's Default:

A Customer's breach of the terms of a particular order shall not be deemed a breach of the Contract. If a Customer fails to make a payment to the Contractor for products delivered or provided, accepted, and properly invoiced, within sixty days after approval for payment, then the Contractor may, upon ten days advance written notice to both the Department and Customer's purchasing official, suspend additional shipments of product or provision of services to that specific Customer until such time as reasonable arrangements have been made and assurances given by the Customer for current and future Contract payments. Notwithstanding the foregoing, the Contractor shall, in writing and at least ten days before declaring a Customer in breach of the terms of a particular order, notify both the Department and Customer's purchasing official of the specific facts, circumstances and grounds upon which the Contractor intends to declare a breach. If the Contractor's basis for declaring a breach is determined, then or later, to be insufficient, then the Contractor's declaration of breach and failure to service the Customer shall constitute a breach of the Contract by the Contractor and the Department or Customer may thereafter seek any remedy available at law or equity.

5.22 Annual Appropriations:

The State's performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature.

5.23 Catalog Data:

The MyFloridaMarketPlace third-party service provider (Service Provider) is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to Service Provider (This format is generally Microsoft Excel).

Within ten (10) days of written notice from Service Provider, Contractor shall provide all information necessary to facilitate electronic purchases from this contract. Such information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format required by Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Service Provider. With Contractor's timely assistance, Service Provider shall create and maintain web-based placement of the requested contract information.

Warranty

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Service Provider the right and license to use, reproduce, transmit, distribute and publicly display within the System the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Service Provider the right and license to reproduce and display within the System the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including

securing any intellectual property licensing from the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within their network that can comply with the provisions of the Contract.

5.24 Governmental Restrictions:

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department.

5.25 Compliance with Laws:

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

5.26 Lobbying and Integrity:

Pursuant to Section 216.347, Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and

documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

5.27 Indemnification:

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due

Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

5.28 Suspension of Work:

The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

5.29 Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

5.30 Termination for Cause:

The Department may terminate the Contract if the Contractor fails to (1) deliver the supplies or perform the services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services or supplies were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

5.31 Force Majeure, Notice of Delay, and No Damages for Delay:

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay

and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer or the Department. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer or Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.32 Equitable Adjustment:

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5.33 Scope Changes:

The Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Department may solicit separate bids to satisfy them.

5.34 Renewal:

Subject to Chapter 287, Florida Statutes, and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part. Any renewal shall be in writing and signed by both parties.

5.35 Advertising:

The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State, the Department, or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

5.36 Assignment:

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

5.37 Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Purchasing Analyst, who shall reduce the decision to writing and serve a copy on the Contractor and, if appropriate, the Customer. The decision of the Purchasing Analyst shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120, Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the prevailing party shall be awarded reasonable costs incurred, including attorneys' fees and costs on appeal.

5.38 Employees, Subcontractors, and Agents:

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

5.39 Security and Confidentiality:

The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

5.40 Independent Contractor Status of Contractor:

The Contractor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or Customer or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Customers with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5.41 Insurance Requirements:

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

5.42 Service:

If a Customer is unable to obtain service/warranty within the time specified, or if difficulties are encountered in obtaining service from the Contractor's designated service location, the Customer shall notify the individual designated on the Contractor's ordering instruction sheet, who shall

then arrange and coordinate service by an alternate service dealer at no additional cost to the Customer.

5.43 Warranty of Authority:

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

5.44 Warranty of Ability to Perform:

The Contractor shall provide the Department, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations (<http://ccfcorp.dos.state.fl.us/>), demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and cause for termination. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

5.45 Notice:

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery. Notices to the Department shall be delivered to the Purchasing Analyst identified in the Instructions to Bidders, with a copy of the Office of General Counsel, 4050 Esplanade Way, Suite 260, Tallahassee, FL 32399-0450. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.46 Leases and Installment Purchases:

The State Comptroller's prior approval is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by Section 287.017, Florida Statutes.

5.47 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):

To the extent that a product is certified by the Department, Agency, or Customer, is available as sourceable from PRIDE, and has been approved in accordance with Section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned. This provision is required by Section 946.515(6), Florida Statutes; additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

5.48 Products Available from the Blind or Other Handicapped:

To the extent that a product is included on the procurement list created and distributed pursuant to Section 413.035(2), Florida Statutes, it is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned. This provision is required by Section 413.036(3), Florida Statutes; additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

5.49 Modification of Terms:

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions by Customer under the Contract. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department, a Customer, or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer unless authorized by the Department or specified in the notice of award. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. A Customer’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

5.50 Waiver:

The delay or failure by the Department to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Department’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

5.51 Execution in Counterparts:

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5.52 Severability:

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

Rental Vehicle Contract, No. 518-020-05-1
Effective Date: July 1, 2004 through June 30, 2009

HOW TO USE THIS CONTRACT

1. Scope:

Florida state contract rental rates are available uniformly at any on-airport or off-airport rental location operated by the contractor except in Alaska, Hawaii, New York on weekends and holidays, other countries, and the out-of-state cities listed in Section 22 of this document that have city surcharges added to the daily rental rates.

*See Section 22 for further information on New York Metro area restrictions and city surcharge information.

2. Special Rates:

Any special rates available to all customers that will result in a lower net rate will be provided at the time of rental, including primary insurance coverage in the amounts of \$100,000/\$300,000 bodily injury and \$50,000 property damage, payment of the Loss Damage Waiver fee, than that offered herein.

3. Reimbursement for Fuel Purchased:

Both "In-State" and "Out of State" rates are dry rates. Avis Rent-A-Car is not responsible for reimbursing fuel purchased for the rental car. Vehicles will be rented full, and it is suggested that employees return the vehicle full or refueling service charges will be applied. For vehicles returned with less than a full tank, the contractor is required to cap the cost of fuel needed to refill the tank. The fuel calculation is based on each one eighth (1/8), or portion thereof, of fuel out of tank at return. The price per gallon will be set to the EIA Retail Gasoline Price quoted by the Federal Government on the Monday of the week the vehicle is rented plus no more than a ten cents (\$0.10) per gallon service charge by the contractor refueling the vehicle for the State. Reimbursement for fuel purchased for the rental vehicle will be made via employee's Voucher for Travel Expense Form, employee expense report, or upon approval, from State or Eligible Customer, as required by employee's department or division. Avis is not responsible for reimbursing fuel purchased for vehicles used for personal or leisure use.

Note: Link to the EIA Retail Gasoline quoted fuel cost:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/padd_florida_mini_report.html.

4. Drop-off Charges:

Drop off charges will not apply for vehicles rented and returned in Florida where the contractor has rental locations, but will apply when rented in Florida and returned in another state. Drop-off charges will apply to out-of-state rentals when a rental occurs in one city and is returned in another city or state. Out-of-state drop-off charges will vary based on location. Contact the Avis Representative for additional information.

5. **Insurance Coverage:**

Primary third party liability insurance coverage is provided in the rental cost in the following amounts: \$100,000/\$300,000 bodily injury and \$50,000 property damage insurance when the vehicle is rented by an Eligible Customer for business purposes. Contractor assumes all fire, accident, and collision losses when vehicle is rented for State, or eligible customer, business purposes. Collision damage is assumed by the contractor and payment of the daily CDW, Collision Damage Waiver, or LDW, Loss Damage Waiver, fee is not authorized. All drivers must have a valid driver's license and are required to drive the rental vehicle in a safe, prudent manner, in accordance to State laws, and under provisions of State owned vehicle use. Renter is responsible for purchasing insurance for vehicles rented for personal or leisure use.

Note: The rental vehicle contract includes an insurance override agreement that covers licensed drivers, other than the individual that rented the vehicle, that use the vehicle with the permission of the renter with all insurance and benefits provided under the rental agreement. State employee or eligible customer must pick up the vehicle. This coverage is provided to business associates, spouse, significant life partner living in same household, and children of the renter above the age of 25 that are living at home. Rentals for State contractors and subcontractors must be paid directly by the State or eligible customer (via Avis Central Billing, direct billing using purchase order, or State Purchasing Card) for State rates, insurance, and benefits to apply. Employees and students under the age of 25 may only use contract for business purposes, rental must be paid for directly by State or eligible customer (via Avis Central Billing, direct billing using purchase order, or State Purchasing Card). Many rental agreements do not provide full insurance coverage if other than the renter is operating the vehicle.

Note: Refer to Section 21 “Personal Use” for information regarding insurance coverage on vehicles rented for leisure or personal use.

6. **Reporting Accidents:**

The rental contract includes 100% coverage for all collision damage done to vehicles driven in a safe and prudent manner and rented for business purposes. Eligible customers are required to report all accidents immediately to appropriate police department, and Avis. Avis’ accident/incident report must be completed in full, specifically noting employee’s department/division, up-to-date contact information, and purpose of rental (business or personal). The accident/incident report form is located in the rental jacket that holds all documents that the renter receives at time of vehicle rental. Failure to follow this procedure may result in employee’s personal responsibility. All questions regarding accidents should be directed to Account Representatives listed in Section 19, or State of Florida Department of Management Services contract administrator.

7. **Methods of Payment**

State issued Diner's Club, Master Card, Visa, American Express credit cards, State of Florida Purchasing Card, Avis Central Billing Credit Cards and Avis Company Travel Order (ACTO) provided by Avis Rent A Car are acceptable methods of payment that will insure that the state rates will be received. Purchase Order use with Direct Billing will be

accepted if pre-approved through one of the Account Representatives listed in Section 19. Purchase Orders are not accepted without prior arrangements with Avis Rent A Car. Payment via Purchasing Card for renters other than cardholder will be accepted with prior arrangements made through Avis Representatives listed in Section 19. To obtain Avis Central Billing Credit Cards or Avis Company Travel Order (ACTO), contact your Finance and Accounting office or one of the Avis Account Representatives listed in Section 19. Avis will not accept renter's debit or check card at beginning of rental, but will accept debit or check card to pay for rental when vehicle is returned. See Section 14 for applicable taxes.

Note: Prior to entering into credit card agreements, state agencies must obtain approval from the Department of Banking and Finance, Bureau of Auditing.

8. Parking and Other Traffic Violations:

Parking and all other traffic violations are the responsibility of the renter. Avis Rent A Car and the State of Florida are not liable. The renter will be reported to appropriate police department and/or contacted regarding any and all unpaid violations.

9. Contract Period:

The rental contract will be effective from July 01, 2004 until June 30, 2009.

10. Reservations:

Reservations for vehicles should be made as soon as travel plans are known. Reservations must be made in advance by calling the toll free number listed below, via Avis.com, or by calling your travel agent. Agency must request State of Florida contract rates, and reference the AWD (Avis Worldwide Discount) #A113400 (or division's own AWD). Written confirmation of reservations is available on request through Avis Representative listed in Section 19. It is recommended that written confirmation be requested for all rentals. Reference the AWD number listed below to assure the state rental rate is received.

Reservations: 1-800-338-8211, Website: Avis.com

Reference #: AVIS State of Florida AWD #A113400

Note: The Compact (Class B) rental rate is not guaranteed without an advance confirmed car reservation for a compact class rental vehicle.

11. Energy Conservation:

State employees are required to use Compact Class B (Avis Class CDAR) vehicles except when the number of passengers or the volume of materials to be transported make use of the Compact Class vehicle impractical. To assure you receive the proper class vehicle, request rental vehicles by vehicle rental class and not by vehicle make or model. Rental vehicle classes are listed in Section 22. If a Compact Class (CDAR) vehicle is not available a larger class may be rented. Do not rent from another contractor unless a compact class vehicle is more economical including CDW or LDW insurance, primary insurance coverage, than renting a larger class vehicle from Avis. See Section 12.

12. Use of Rental Vehicles Provided by Other Companies

This contract does not prohibit the use of rental vehicles that have lower net rates that include primary insurance coverage listed in Section 5, payment of the collision damage waiver fee, and controlled fuel price, or when the contract contractor cannot provide vehicles, or when due to travel time or distance to contractor's rental location it is not cost effective and/or practical to use vehicles provided by contractor.

Note: Avis has many convenient local, off airport, and suburban locations; consult Avis or your travel agent for more information.

Note: Purchase collision damage insurance, if a vehicle is rented from a vendor other than Avis Rent A Car.

Vehicles provided by other companies must include primary insurance coverage. Inquire prior to rental to verify that primary insurance coverage is provided. All major rental companies provide primary insurance coverage, but many small companies provide secondary coverage and the renter's personal vehicle insurance coverage would become primary.

13. Completion of Travel Expense Voucher When Rental Cars Provided by Other Companies Are Used:

The Comptroller's Office requires if other than a contract rental vehicle is used one of the two following statements must appear on the State of Florida Voucher for Reimbursement of Travel Expenses: "Vehicle with lower net rate rented" or "Vehicle not available from the contractor".

14. Taxes:

Out-of-state rentals will have tax charges. Only in-state rentals that are billed directly to the agency by use of an Avis Credit Card, Avis issued Avis Company Travel Order (ACTO), State of Florida Purchasing Card, or pre-approved Direct Billing using a Purchase Order are tax exempt. Sales taxes and the \$2.00 per day surcharge will apply to all rentals not billed directly to the agency by Avis or a credit card company. When payment is made by the employee by use of personal funds, including cash, checks, or credit cards, and the employee is subsequently reimbursed by the governmental organization the rental is taxable and sales taxes and the \$2.00 surcharge will apply-. See Section 23 for additional information on taxes.

15. Personal Accident Insurance (PAI), Personal Effects Protection (PEP), Prepaid Gas Option (PGO):

State employees are not authorized to secure these coverage's/options at state expense but may secure by personally making payment at the time of rental. The Department of Insurance does not recommend purchase of these coverage's/options because they are considered expensive for the coverage provided.

16. Trip Length:

The contract is primarily designed to provide low cost transportation on trips, which originate at airport or off airport locations and which have an average length of approximately 130 miles per day.

In-State rentals receive 200 free miles per day however, the additional per mile charge listed below will apply to all 'In-State' usage over 200 miles per day. Out of State rentals are unlimited mileage.

Additional In-State Per Mile Charge:

Class:	1(A)	2(B)	3(C)	4(E)	5(V)
	\$.06	\$.06	\$.06	\$.06	\$.06

17. Mandatory Seat Belt Use:

Under the provisions of Administrative Rule 60B-1.012 Safety, all seated occupants of state rented vehicles are required to utilize the seat belts or occupant restraint system provided. Failure to utilize seat belts or occupant restraint system shall be considered improper use of a vehicle and shall subject employees to disciplinary action. If an accident resulting in injury to an employee occurs and the employee is not utilizing the seat belts or occupant restraint system provided, and the failure to use the seat belts or occupant restraint system provided contribute to injuries received, worker's compensation benefits may be reduced under the provisions of Section 440.09(4), Florida Statutes.

18. Employee Gifts, Rebates, and Coupons Received from Vendors:

Under the terms and conditions of this contract the value of all promotional gifts, rebates, coupon programs, etc. initiated after the initial bid will be provided in the form of discounts from the daily rental rates. Vehicles rented under the State contract terms and conditions will not be included in any frequent traveler or frequent flyer program. Additional discounts, coupons, or forms of rebates may not be used in conjunction with State rates.

19. Account Representatives:

Avis Rent A Car Account Representatives that may be contacted for assistance is listed below. In addition the area office, District Managers are available to provide assistance.

Account Manager:

Cynthia W. Metcalfe 850-222-1198, cynthia.metcalfe@cendant.com

Account Manager is responsible for service issues, contract questions, major billing concerns, accident related issues, special requests and Preferred Renter Applications.

Account Service Representative:

Dianna Dinkins 800-525-7521 Ext. 1149, diana.dinkins@cendant.com

Account Service Representative is responsible for billing problems, contract adjustments, general questions, direct billing with purchase order and faxed receipts.

20. Account Representative for Billing and General Questions:

Contact Ms. Dianna Dinkins, Avis Account Services Representative, at 800-525-7521 Ext. 1149, for billing problems, contract adjustments, general questions, direct billing with purchase order and faxed receipts.

21. Personal Use of Contract, described as a rental not reimbursed by State:

Avis Rent A Car offers Eligible Customers state rates for vehicles rented for personal or leisure use. The renter is responsible for purchasing insurance for vehicles rented for personal or leisure use.

Note: When renting for personal/leisure use the renter assumes responsibility for all loss or damage done to rental vehicle, up to and included full value of rental vehicle, regardless of fault. Primary third party liability coverage is provided but will be limited to amount set by the laws of the State in which the vehicle was rented. This personal exposure may be covered by the renter's personal vehicle insurance, and/or by certain personal credit card companies. It is recommended that the renter check personal insurance coverage and/or their personal credit cards companies before renting.

Note: Renter and all authorized drivers must be 25 years of age or older (see section 5 Insurance Coverage for information regarding authorized drivers). The renter must be a State employee (including eligible customers as defined in the General Conditions Section 5.02 Eligible Customers) and an authorized signer of the credit card presented for rental payment.

Note: Renters using State contract for personal use are held to the same set of standards as rentals for business use. Avis has permission to contact employee at work regarding specifics of any vehicle rented or contract signed for using State contract terms and conditions. Avis reserves the right to contact the State, or Eligible Customer, regarding any inappropriate use of vehicles that occur by employee renting for personal or leisure use.

22. Avis Rent-A-Car Rental Rates:

VEHICLE CLASSES:	AVIS VEHICLE CLASS CODES
Subcompact	- 1(A)_____ECAR
Compact	- 2(B)_____CDAR
Intermediate	- 3(C)_____IDAR
Full-Size 4/dr	- 4(E)_____FDAR
Mini-Van	- 5(V)_____MVAN

Reservations: 1-800-338-8211, Website: Avis.com

Reference #: AVIS State of Florida AWD #A113400

Rental Rates for IN-STATE rentals through Avis:					
Class Code	1(A)	2(B)	3(C)	4(E)	5(V)
Avis Code	<u>ECAR</u>	<u>CDAR</u>	<u>IDAR</u>	<u>FDAR</u>	<u>MVAN</u>
Day	\$ 22.73	\$ 24.61	\$ 26.81	\$ 30.20	\$ 34.16
Hourly	\$ 5.68	\$ 6.15	\$ 6.70	\$ 7.55	\$ 8.54
*Weekly	\$159.11	\$172.27	\$187.67	\$211.40	\$239.12
**Monthly	\$636.44	\$689.08	\$750.68	\$845.60	\$956.48

Drop-off charges do not apply in Florida between cities where the contractor has rental locations. In-state rental rates apply to rentals that are picked-up and returned within the state of Florida.

Concession Fees: The contractor is allowed to charge the below concession fees. This fee applies to all methods of payment. The fee does not apply to vehicles rented at the off-airport locations:

Tallahassee Regional Airport	10%
Miami International Airport	9%
Orlando Sanford International Airport	10%

Security Fee:

A \$2.00 Security Fee will be assessed on each airport rental car transaction at Jacksonville International Airport

Facility Fees - CFC (Mandated):

- Naples Municipal: \$2.50 per day up to 7 day
- Miami International Airport: \$3.25 per day up to 7 days
- Ft. Lauderdale International Airport: \$2.75 per day up to 7 days (effective Sept. 9, 2004)

Reservations: 1-800-338-8211, Website: Avis.com
Reference #: AVIS State of Florida AWD #A113400

Rental Rates for OUT-OF-STATE rentals through Avis:					
Class Code	1(A)	2(B)	3(C)	4(E)	5(V)
Avis Code	<u>ECAR</u>	<u>CDAR</u>	<u>IDAR</u>	<u>FDAR</u>	<u>MVAN</u>
Day	\$ 30.31	\$ 32.06	\$ 34.34	\$ 37.77	\$ 41.79
Hourly	\$ 7.58	\$ 8.02	\$ 8.59	\$ 9.44	\$ 10.45
* Weekly	\$212.17	\$224.42	\$240.38	\$264.39	\$292.53
**Monthly	\$848.68	\$897.68	\$961.52	\$1,057.56	\$1,170.12

* Weekly Rates - Rates for rentals of 7 days in length.

** Monthly Rates - Rates for rentals of 28 days in length, after 28 days each rental agreement must be "closed" (the customer must return to Avis) and a new agreement written for the next rental period.

For State Contract Rates - Request State of Florida state contract rates by referencing Avis AWD NO. A113400.

Drop-off charges do apply to out-of-state rentals. The State will be charged the out-of-state rental rates and a drop-off charge, or under the provisions of Section 2, Special Rates, a special rate will be charged if the special rate will result in a lower net rate than the out-of-state rate and drop-off charge. Special rates may include discounted daily rates and mileage charges. Out-of-state drop-off charges will vary based on location.

Out-of-State City Surcharges:

The special city surcharges listed are added to the out-of-state daily rental rates for the cities listed.

The surcharges are added to the day rate for each day of rental.

ADDED DAILY SURCHARGE CITIES

\$ 4.00	Dallas, TX Minneapolis/St. Paul, MN Detroit, MI Kansas City, MO Atlanta, GA San Francisco/Oakland/San Jose/Los Angeles, CA	Houston, TX St. Louis, MO Seattle, WA New Orleans, LA Cleveland, OH
\$ 6.00	Boston, MA Washington, D.C. Hartford, CT Philadelphia, PA	Baltimore, MD Chicago, IL Phoenix, AZ Denver, CO
\$12.00	Manhattan Newark, NJ	New York Airports New York Metro Area

Note: State rental rates are not available at LaGuardia, JFK and Newark Airports or locations in Manhattan during *weekend and **holiday periods.

* State rental rates are not available on weekends when the following occur:

LaGuardia, JFK and Newark Airports:

The car is checked out between 1:00 PM Friday and 3:00 PM Sunday

The car is checked in between 12:01 AM Saturday and 11:59 PM Monday

Manhattan:

The car is checked out between 12:01 AM Friday and 3:00 PM Sunday

The car is checked in between 12:01 AM Saturday and 11:59 PM Monday

** HOLIDAY PERIODS VARY - CALL AVIS REPRESENTATIVE FOR DETAILS FOR EACH HOLIDAY.

Mandated Fees:

Contractor is allowed to collect the following **mandated** fees; concession, security and facility. Current list of fees are on file with the Department of Management Services, Division of Purchasing.

23. Rental Vehicle Contract Taxes:

The Department of Revenue has ruled that under the provisions of Section 212.08(6), Florida Statutes, rental vehicle use not paid directly by a governmental organization is taxable.

The Department of Revenue stated that exemption from sales tax and use tax is not available for any taxable transaction when payment is made by the employee by use of personal funds, including cash, checks, or credit cards, even though the employee is subsequently reimbursed by the governmental organization.

Based on this information, sales tax and the \$2.00 per day surcharge on rental vehicles will apply to all rentals that are not billed directly to the using agency.

Only in-state rentals that are billed directly to the agency by use of an Avis Credit Card, Avis issued Company Travel Order (ACTO), State of Florida Purchasing Card, pre approved Direct Bills using Purchase Orders, are tax exempt.

To obtain Avis Rent a Car Credit Cards, Avis Company Travel Order, set up Direct Bills using Purchase Orders, or information on billing formats contact any of the Avis Account Representatives listed in Section 19.

For additional information regarding the rental vehicle contract, contact:
State of Florida contract administrator

Barb Carter, Purchasing Analyst
State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850) 487-6592
Suncom 277-6592
carterb@dms.state.fl.us

24. Agency Travel Guidelines:

Review each trip to determine if it is more economical to rent a vehicle from the state contract or pay mileage for the use of privately owned vehicles. The state rental car contract may be found at this site:

http://www.myflorida.com/st_contracts/518020051/

The state rental car contract is designed for trips that average 130 miles each day. The current contract provides for trips of 200 miles per day that cost the agency \$.01909/mile.

This is a \$0.10/mile savings over the privately owned vehicle reimbursement rate. You should account for this when you approve the mode of travel.

You should also be cognizant of any additional travelers that may be going on state business to the same location. If this occurs, you should require employees to travel together.

If you have employees who travel frequently and they have not been issued a purchasing card, you should request a restricted use card for these employees to take advantage of the tax savings and \$2.00 per day surcharge. All employees should be reminded to use the purchasing card to pay for official travel related expenses and they should make sure that the providers are giving them the tax exempt status that is provided by law.

Ordering Instructions

PROPOSER: Avis Rent a Car System, Inc (A)

SPURS VENDOR NUMBER: F111998661-001

Proposal/Contract Administration

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: Cynthia W. Metcalfe

Title: Account Manager, Florida Governments

Street Address: 1414 S. Monroe Street, Tallahassee, FL 32301

E-mail Address: cynthia.metcalfe@cendant.com

Phone Number(s): (850) 222-1198

Fax Number: (850) 222-9370

If the person responsible for answering questions about the proposal is different from the person identified above, please provide the same information for that person.

Name: SAME AS ABOVE

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Direct Orders

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Street Address or P.O. Box: 1414 S. Monroe Street

City, State, Zip: Tallahassee, FL 32301

Phone Number: 850-222-9370

Toll Free Number: 800-525-7521 x 1149 (Dianna Dinkins)

Ordering Fax Number: 850-222-9370

Internet Address: cynthia.metcalf@cendant.com-to email purchase orders//avis.com for avis' internet site

Federal ID Number: F111998661

Remit Address: 7894 Collections Center Drive

City, State, Zip: Chicago, IL, 60693

CONTRACT

This Contract, effective the last day signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entities identified below as Contractor (individually, "Contractor") (the Contract is executed in counterparts; see attached sheets to identify all Contractors).

The Contractor responded to the Department's Invitation to Bid No. 17-518-020-L, Rental Vehicles. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Customers, are identified on the attached Exhibit 1.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract is from the last date signed below, to June 30, 2009. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document
- Technical Specifications
- Instructions to Bidders
- General Conditions
- Any purchase order under the Contract
- Contractor's Bid

State of Florida, Date
Department of Management Services
By: William S. Simon, Secretary

Signature Date

Contractor:
AVIS Rent a Car System, Inc (Seal)
2330 NW 37th Avenue
Miami, Florida 33142

By: Edward Taylor
Its: Vice President

Approved as to form and legality
by the Department General Counsel's Office: _____ Date: _____
