SUBJECT: PIGGYBACK FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT #78111808-20-1 FOR RENTAL VEHICLES

BID #: PSC-0385-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Date of Executed Contract through September 8, 2025 with up to five (5) years renewals

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: Piggyback Florida Department of Management Services Contract #78111808-20-1

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Contract #78111808-20-1 between the Florida Department of Management Services and Avis Budget Group, Inc. for Rental Vehicles. Period of service is from Date of Executed Contract through September 8, 2025 with up to five (5) years renewal. Prices and terms and conditions of this request are in accordance with those contained in Florida Department of Management Services Contract #78111808-20-1. Recommend approval to authorize the Office of General Counsel to execute the formal contract and any other required documents associated with this award. The total not-to-exceed expenditure amount for the contract period is $75,000.00.

FY21: $15,000.00, FY22: $15,000.00, FY23: $15,000.00, FY24: $15,000.00, FY25: $15,000.00

Funding Source – 00111.541201.540020.000000.00000000.00000.0000000 -To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Contract #78111808-20-1, Risk Management Approval

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Derrick Lewis, Director of Police Services

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Thru: Derrick Lewis
Director of Police Services

Subject: Award Request – Piggyback Florida Department of Management Services with Avis Budget Group, Inc for Rental Vehicles

Date: March 19, 2021

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Rental Vehicles. We request authorization to utilize the Florida Department of Management Services contract #78111808-20-1, which was competitively procured and issued between the Florida Department of Management Services and Avis Budget Group, Inc. The contract is an active contract between the Florida Department of Management Services and Avis Budget Group, Inc. The period of service is from date of last signature of the contract through September 8, 2025, with up to five (5) years of renewals. The not to exceed expenditure amount for the period is $75,000.00, with $15,000.00 being allocated in FY21. The charge account is 00111.541201.540020.000000.00000000.

Fiscal Year	Amount
FY21	$15,000.00
FY22	$15,000.00
FY23	$15,000.00
FY24	$15,000.00
FY25	$15,000.00
	$75,000.00

Attached is a copy of signed Contract No. 78111808-20-1 Rental Vehicles, which includes vehicle information and pricing. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best pricing available for Rental Vehicles. We are requesting authorization for the contract and the Global Electronic Billing Terms of Agreement form to be executed by the Mayor's office. Previous award is PSC-0355-15.

Attached is the approval from Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

DocuSign Envelope ID: 5E1ACB7F-0FC4-4FE3-9941-2A6E53B1B3D5

Department of
MANAGEMENT
SERVICES
▷ We serve those who serve Florida

Rental Vehicles
Contract No. 78111808-20-1
Between Florida Department of Management Services and Avis Budget Group, Inc.

This Contract is between the State of Florida (State), Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and Avis Budget Group, Inc. (Contractor), collectively referred to herein as the "Parties."

The Department and Contractor entered into negotiations as outlined in Section 287.057(5), Florida Statutes, for a Rental Vehicles Contract. After negotiations, the Department and the Contractor mutually agreed on acceptable terms and conditions and have decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**
   The term of this Contract No. 78111808-20-1, Rental Vehicles, will be for five (5) years with up to five (5) years of renewals. The contract term will begin on September 30, 2020, or the date of the last signature on this Contract, whichever occurs later.

2. **Contract**
   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be a reference to this Contract.

   This Contract, together with the following attachments, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   All attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract attachments shall have priority in the order listed below:

   a) Contract Exhibit A, Statement of Work
   b) Contract Exhibit B, Special Contract Conditions
   c) Contract Exhibit C, Contractor's Submitted Price Sheet
   d) Contract Exhibit D, Select Out-of-State City Surcharges
   e) Contract Exhibit E, Offered Brands Acknowledgment

3. **Amendments**
   No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

   Notwithstanding the order of priority listed in Section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract, in which case the most recent amendment will take precedence over anything else that is part of the Contract.

4. Due to the ongoing state of emergency caused by COVID-19, the minimum operating hours provision of section 21.2 of the Statement of Work is waived for the first six months of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,
Department of Management Services

DocuSigned by:

2EEF8C7BR0D34CA...

By: **Jonathan R. Satter**
Secretary

9/8/2020 | 3:41 PM EDT

Date

Avis Budget Group, Inc.

DocuSigned by:

Beth Kinerk

E2997ED111E5400...

By: **Beth Kinerk**
Senior Vice President

9/8/2020 | 3:05 PM EDT

Date

CONTRACT EXHIBIT A

Contract No. 78111808-20-1
Rental Vehicles
Statement of Work

1 General Requirements

1.1 Contractor shall provide Customers with rental vehicle services for in-state and out-of-state travel.

1.2 Contractor shall provide vehicles to any Renter who possesses a valid driver's license and proof of employment by a Customer, is at least 18 years of age, and has a form of payment allowed under the rental agreement. Contractor shall not require any additional prequalification either via oral or written inquiry, and Contractor shall not apply a minimum age surcharge to Business Rentals.

1.3 Contractor shall allow the Renter's Personal Associates and Business Associates to operate the rental vehicle, as an additional driver, for both Business Rentals and Leisure Rentals, at no additional fee.

1.4 Contractor may impose a minimum age requirement exclusively for the rental of Passenger Vans for 12 or more people. The Contractor's minimum age requirement shall not exceed 21 years of age for Business Rentals or 25 years of age for Leisure Rentals. Contractor shall immediately notify the Department in writing upon the imposition of a minimum age requirement for the rental of Passenger Vans for 12 or more people.

1.5 Contractor shall secure, maintain, and pay for any federal, state, and local licenses required to provide the services described in this Contract.

2 Definitions

2.1 **Brand** – Contractor's affiliate, subsidiary, or sister company (a subsidiary that is owned by the same parent company as the Contractor) engaged in the business of renting vehicles.

2.2 **Business Associate** – A duly licensed driver who is traveling with the Renter for the purpose of conducting State business or performing official duties and is either: 1) a Customer's employee, or 2) an employee of a State contractor, vendor, or supplier, or 3) a volunteer performing an official State function.

2.3 **Business Use or Business Rental** – Renter's use of rental vehicle to conduct work activities authorized by the Customer.

2.4 **Class** – The category of rental vehicle.

2.5 **Clean Vehicle** – A rental vehicle in Excellent or Very Good Condition, with a washed exterior and free of dirt, debris, mud, and bug residue; a clean interior free of trash and vacuumed; clear windows with no glare or film; and no residual odors, smoke, or cigarette smell.

2.6 **Customer** – Any Agency, as defined in section 287.012(1), F.S., or any Eligible User, as defined in Rule 60A-1.001(2), F.A.C., that procures services under the Contract.

2.7 **Daily Rental** – Rental that is one (1) 24-hour period in length.

2.8 **Excellent or Very Good Condition** – A vehicle that looks new or has minor cosmetic defects, and that is in excellent mechanical condition, as defined in Kelley Blue Book.

2.9 **Leisure Use or Leisure Rental** – Renter's use of vehicle for personal travel.

2.10 **Monthly Rental** – Rental that is thirty (30) days in length

2.11 **Personal Associate** – A duly licensed driver traveling in the rental vehicle with the Renter who has one of the following relationships with the Renter: spouse, domestic partner, or the Renter's children who are above the age of 25 and who reside at the Renter's primary residence.

2.12 **Renter** – A Customer's authorized representative or employee who is authorized to rent vehicles for travel.

2.13 **Weekly Rental** – Rental that is seven (7) days in length.

3 Rental Agreement

Contractor shall prepare a rental agreement for each Renter who rents a vehicle under this Contract. Any additional terms and conditions contained in Contractor's rental agreement that conflict with this Contract are invalid.

4 Contracted Vehicle Classes

4.1 **Primary Vehicle Classes** - The Classes of vehicles listed below are the most desired by the State. The Contractor shall have the following Classes of vehicles available for rent under this Contract:

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Compact	CCAR	Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Intermediate	ICAR	Intermediate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Full-size	FCAR	Full-size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Minivan	MVAR	Mini	Passenger Van	Auto Unspecified Drive	Unspecified Fuel/Power With Air
12 Passenger Van	FVAR	Standard	Passenger Van	Auto Unspecified Drive	Unspecified Fuel/Power With Air

CONTRACT EXHIBIT A

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Standard SUV	SFAR	Standard	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air

4.2 **Additional Vehicle Classes** – The Contractor shall also have the following Classes of vehicles available for rent under this Contract:

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Economy	ECAR	Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Intermediate SUV	IFAR	Intermediate	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Large SUV	FFAR	Full-size	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Standard Pickup	SPAR	Standard	Pickup	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Large Pickup	PPAR	Premium	Pickup	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Standard Hybrid	XCAH or XCAI	Standard	2/4 Door	Auto Unspecified Drive	Hybrid Air or Hybrid Plug In Air

5 Vehicle Availability

Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Renters with reservations in the Contracted Vehicle Classes.

If a reserved vehicle is not available at the time of pickup by the Renter, Contractor shall provide an authorized upgrade, as described in Section 6, Authorized Upgrades, and shall note on the invoice that a higher-Class vehicle was substituted at the same or a lower price.

6 Authorized Upgrades

Contractor may offer a vehicle upgrade at no increase in cost to the Renter. When a reserved vehicle is unavailable or when a vehicle replacement is warranted, the Contractor may offer, with the approval of the Renter, a higher-Class vehicle (within the ACRISS series) at no additional cost to or Renter. Minivans, trucks, and SUVs are permissible upgrades for any of the CAR series with the approval of the Renter.

7 Vehicle Requirements

7.1 Contractor shall provide Renters with rental vehicles with fewer than 35,000 miles, unless authorized in writing in advance by the Department to offer vehicles with higher mileage. Contractor certifies that odometer and original miles are accurate. In the event that Contractor has no vehicles with fewer than 35,000 miles available

for rental, Contractor may offer the Renter a rental vehicle with more than 35,000 miles. If the Renter does not accept the rental vehicle, no vehicle will be deemed available and Contractor will be subject to the provisions of Section 35 herein.

7.2 All vehicles supplied to Renters must have the following minimum standard equipment: automatic transmission, power steering, power brakes, power locks, power windows, air conditioning, AM/FM radio, air bags, cruise control, and all-season radial tires. In the event that Contractor has no vehicles with cruise control available for rental, Contractor may offer the Renter a rental vehicle without cruise control. If the Renter does not accept the rental vehicle, no vehicle will be deemed available and Contractor will be subject to the provisions of Section 35 herein.

7.3 Contractor shall equip and maintain all rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

7.4 At the time of vehicle pickup, Contractor shall deliver to the Renter a Clean Vehicle that has been properly serviced. Contractor shall ensure that the vehicle is in good and working order and that the vehicle is not displaying warning lights or symbols, the vehicle has the proper fluid and coolant levels, the tires have been inspected for tread wear and inflation level, the breaks are not squealing, and wiper blades are functional. All vehicles should be in Excellent or Very Good Condition with no body damage or mechanical problems.

7.5 In inclement winter weather, upon request, vehicle must be equipped with snow tires or chains as appropriate and furnished with an ice scraper. Contractor may charge the additional fee, if any, identified in the rental agreement for the rental of tire chains. On request from Renter, Contractor shall provide instruction to the Renter on the proper installation of tire chains. Renters are not responsible for chain damage to the vehicle.

7.6 If available, Contractor shall provide hand controls for the disabled when requested by the Renter.

7.7 All vehicles rented under this Contract shall be non-smoking.

8 State-Approved Vehicle Class

Unless otherwise specifically requested by the Renter, the State-approved vehicle Class shall be "Compact" unless upgraded by Contractor at no additional cost.

9 Contractor Brands

Services provided through Contractor's multiple Brand(s), if any, shall be provided at the same Contract rates and shall comply with all terms and conditions set forth in the Contract. Contractor is fully responsible for the compliance and performance of its Brands.

10 Reservation Requirements

10.1 Contractor shall maintain a State-dedicated online reservation system where Customers and Renters can access the rates under this Contract. The reservation system shall maintain an uptime of 99.5% for Renters to make reservations and

access available information. Contractor shall make available the Contract rates on all major Global Distribution Systems (GDS). Contractor shall maintain a toll-free, 24-hour per day reservation phone number through which Contractor's personnel will have access to the Contract rates. Contractor shall also accept reservations at rental locations via walk-in and local telephone number. Contractor's personnel at all Contractor rental locations must have access to the rates and terms and conditions contained in this Contract.

10.2 Upon acceptance of the reservation, Contractor shall issue a confirmation number and provide written confirmation via email to the Renter.

10.3 Contractor shall not charge additional fees for reservations made less than 24 hours prior to pick up.

10.4 Contractor shall provide the reserved vehicle Class or a higher Class, if accepted by the Renter, at no additional charge for all Customer reservations.

10.5 If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reservation for three (3) hours after the Renter's estimated time of arrival prior to release.

10.6 Whenever possible, the Renter will advise Contractor of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation will the State, the Department, Customer, or Renter be liable for payment of "no shows."

11 Vehicle Pickup

11.1 Contractor will verify that the Renter is an employee or authorized representative of a Customer by requesting employee identification, badge, or written authorization on letterhead of the Customer, in physical or electronic form, at or before the time of vehicle pickup. The Renter's provision of identification constitutes prima facie evidence of the Renter's eligibility to utilize this Contract.

Contractor shall perform all processing necessary to rent the vehicle (drive off the lot) within thirty (30) minutes after the arrival of the Renter at the rental pickup location, except as provided in Section 22.3.

Contractor may request the Renter to sign Contractor's standard rental agreement to document the delivery of the vehicle. Contractor shall provide to Renter a completed copy of the standard rental agreement showing:

a. The Class of vehicle rented and the itemized charges and total projected charges to be billed for the rental.

b. Date, time, and location for the vehicle's return. The Contractor shall include a description of the charges that may be applied for late returns of vehicles.

c. Odometer reading upon pickup.

d. Fuel level upon pickup, expected fuel level upon return, and the rate that will be charged for fuel if returned with insufficient fuel level.

e. Telephone numbers to be used in case of problems (breakdown, accident, etc.) or questions.

11.2 At all rental locations, Contractor shall furnish vehicles containing a full tank of gas.

11.3 If Renter agrees to drive a vehicle with less than a full tank of gas, the rental agreement must be clearly marked indicating the level of fuel in the vehicle at the beginning of the rental period. If the Renter returns the vehicle with more fuel than provided by Contractor at the beginning of the rental period, Contractor is required to credit the rental receipt/invoice with the difference.

12 Alternate Pickup and Drop-Off Personnel

For Business Rentals, Contractor shall allow designated personnel who are employed by the Customer to pick up and return a rental vehicle for use by a Renter who has provided written authorization on agency or government letterhead at the time of pickup for the designated personnel to pick up and return a rental vehicle on behalf of the Renter. The designated personnel picking up and returning the vehicle must provide a valid driver's license and employee badge or employee identification. For Leisure Rentals, the Renter must be present to pick up the vehicle. Personal Associates may return the Leisure Rental to a rental location, subject to the requirements of Section 16.

13 Maintenance and Operating Expenses

The only maintenance and operating expense for which the Customer or Renter may be billed is gasoline or another fuel type (e.g., diesel, compressed natural gas, etc.) required to operate the vehicle. All other maintenance and operating expenses are the responsibility of Contractor. Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

14 Mechanical and Safety Issues

If, in the Renter's judgment, a vehicle in the Renter's possession becomes substantially impaired or unsafe to operate, Contractor shall immediately replace the vehicle upon notification by the Renter, at no additional charge. Contractor shall deliver the replacement vehicle to the Renter's location or provide transportation, at no additional cost, to the Renter and any passengers, to the Contractor's nearest rental location for a replacement vehicle within two (2) hours of being notified by the Renter. Notification is defined as first contact with a Contractor's employee or designated roadside assistance service provider. Contractor shall be responsible for all repairs and towing of the impaired vehicle.

15 Breakdowns, Unsafe Conditions, and Emergency Assistance

In the event of a vehicle breakdown, a situation in which the Renter believes the vehicle is unsafe (as described in Section 14, above), or other vehicle emergency, the Contractor shall act to resolve the situation immediately, but in all cases Contractor shall resolve the situation within two (2) hours. Notification is defined as first contact with a Contractor's employee or designated

roadside assistance service provider. In all cases, the Contractor's primary consideration is the safety and security of the renter and passengers. Contractor shall provide a 24-hour toll-free roadside assistance number to Renter at the time of vehicle pickup. Personnel operating the roadside assistance number shall be familiar with and have access to the terms and conditions of the Contract.

Breakdowns are situations where the vehicle either no longer operates as intended or does not operate at all. Examples of breakdowns include but are not limited to: brake failure; failure to accelerate; vehicle shaking; difficulty steering the vehicle; overheating; engine smoking; bald or flat tires; locking keys in the car; and running out of gas. Contractor shall be responsible for all costs associated with roadside assistance, however Renter will be responsible for the cost of gas replacement and key replacement when Renter error caused the emergency.

In the event of a breakdown the Contractor shall remedy the situation within two (2) hours of being notified by the Renter (ex. fix the flat tire, jump start the vehicle, refill the vehicle with gas, unlock the vehicle) or replace the vehicle, as described in Section 14 of this document. Replacement vehicles shall be the same or greater Class and shall be provided at no additional charge.

Emergencies include but are not limited to situations that have resulted in or may imminently result in harm to the operator, passengers, or property. Examples of an emergency are collisions and instances when the vehicle is not able to be safely operated. In these situations, immediate assistance is required.

The Contractor shall presume that a Renter's notification regarding breakdowns, unsafe conditions, and emergency assistance is valid.

Contractor must track the status of the event until resolved to the Renter's satisfaction.

16 Vehicle Return

16.1 Vehicles should be returned on the date and at the rental location specified on the rental agreement provided at pickup. If the Renter returns the vehicle 59 minutes late or less, no overtime rates shall be assessed. If the Renter returns the vehicle more than 59 minutes late, a one-hour late fee may be assessed. If the accumulated additional hours rate exceeds the value of the Daily Rental rate, Contractor shall bill for the Daily Rental rate.

16.2 The vehicles should be returned with a full tank of gas (as long as the vehicle was full at pickup).

16.3 Refueling Charge.

a. Rates for all Classes of vehicles provided under the Contract are dry rates and do not include fuel. Gasoline and other forms of fuel (e.g., diesel) will be charged to the Renter when the vehicle is returned with less than a full tank of fuel according to the vehicle fuel gauge. Prior to returning the vehicle, Renters must refill the vehicle or pay the refueling charge.

b. If a rental vehicle is returned with less fuel than a full tank of gas and a refueling charge is applied, the refueling charge will be calculated by multiplying the per-gallon rate by the number of gallons needed to fill the tank to the fuel level at the

time of pickup. The refueling charge and the per-gallon rate shall be separately itemized on the rental invoice.

c. The per-gallon rate shall be the Florida Midgrade (Conventional Areas) rate as posted on the first Monday of every month in the U.S. Energy Information Administration's (EIA) Weekly Retail Gasoline and Diesel Prices Index. This per-gallon rate shall apply for all U.S. rentals. The EIA index can be accessed at: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm.

d. Fuel price shall be adjusted monthly, effective on the first Wednesday after the first Monday of every month. The adjusted monthly fuel price shall be the most recent "Weekly" fuel price published by the EIA and shall apply until the first Wednesday of the following month. It is the responsibility of Contractor to update the fuel price as specified. It is the responsibility of the Renter to review all charges.

16.4 Contractor shall provide Renters with a receipt/invoice upon return of the vehicle. Receipt/Invoice details are specified in Section 26, Receipts/Invoices.

17 One-Way Rentals

Contractor shall not charge any drop fee or any mileage charge for one-way rentals that occur within the State. For any out-of-state, one-way rentals of 700 miles or less, Contractor shall not charge any drop fee or mileage charge. For any out-of-state, one-way rentals greater than 700 miles, Contractor shall not charge any drop fee but may assess a mileage charge, for miles driven after the first 700 miles (no mileage charge shall be assessed for the first 700 miles driven), at the rate specified in Attachment C, Price Sheet. The mileage charge for the one-way rental will be the product of that rate and the actual miles driven during the rental period.

18 Emergency Management Service Rentals

18.1 In the event the Governor of the State declares a State of Emergency through an Executive Order, Contractor shall, within 48 hours of the declared emergency, increase its fleet to ensure the vehicles listed in Section 18.5 are available for use in the impacted area(s). Contractor shall give reservations for vehicles required to support the declared emergency priority treatment over all other commercial (non-contract) reservations and rentals. Customer reservations for vehicles in response to a declared emergency shall receive equal or greater priority than other government emergency response reservations. Contractor shall provide discounted Emergency Management Service rental rates to Florida Division of Emergency Management (FDEM) Authorized Personnel (personnel deployed or designated by the FDEM).

18.2 Only FDEM Authorized Personnel are eligible to rent vehicles at Emergency Management Service rental rates. FDEM Authorized Personnel will be identified by a current State Emergency Response Team identification badge.

18.3 Emergency Management Services rental rates will be discounted from the in-state Contracted Class rates for the vehicle Class requested by FDEM Authorized

Personnel and shall include the same insurance coverage and benefits afforded to Renters under this Contract.

18.4 When a vehicle is requested to be reserved for a State of Emergency and the rental location does not have the requested vehicle Class, Contractor will locate that type of vehicle and will reserve the vehicle at another rental location of Contractor if requested by FDEM Authorized Personnel.

18.5 Contractor shall provide the Emergency Management Service rental rates specified on Attachment C, Price Sheet, for the following vehicle Classes:

- Standard SUV (SFAR)
- Intermediate SUV (IFAR)
- Large SUV (FFAR)
- Compact Car (CCAR)
- Full-size (FCAR)
- Standard Pickup Truck (SPAR)
- Large Pickup Truck (PPAR)
- Minivan (MVAR)

19 Alternate Vehicles

Contractor shall not provide vehicle classifications other than the Class reserved by the Renter without the Renter's approval. All alternate vehicle classifications offered to Renters must meet or exceed the requirements of this Contract.

20 Leisure Use of Contract

Contractor will extend Business Rental rates to Customers for Leisure Use of all vehicles that Contractor is authorized to rent under the Contract, unless otherwise provided herein. Contractor will verify that the Renter is an employee or authorized representative of a Customer by asking for employee identification, badge, or written authorization on letterhead of the Customer at or before the time of vehicle pickup.

20.1 Contractor will not provide liability and collision/loss damage insurance coverage for Leisure Rentals. Renters are responsible for purchasing or having in effect such coverage for Leisure Rentals.

20.2 Contractor will provide all other services, amenities, and features included in the Business Rental rates for primary vehicle Classes and additional vehicle Classes accepted by the Department, including unlimited mileage and roadside assistance.

20.3 Contractor will provide a separate account number for Leisure Rentals at no charge to Renters. Contractor will link the separate account number to the State's business account, allowing Contractor's reporting system to document all rental activity under the Contract.

20.4 Contractor will provide Leisure Rentals through all Brands available under the Contract.

20.5 Contractor will implement billing procedures which permit seamless transition of rentals from Business Use to Leisure Use.

21 Requirements for Contractor Rental Locations

21.1 Contractor shall have enough rental locations throughout Florida to provide safe, reliable, and convenient options for Renters.

21.2 All rental locations must, at a minimum, be open for business from 9:00 AM to 5:00 PM local time Monday through Friday excluding State holidays, as defined in section 110.117, F.S. Upon express written approval from the Department, Contractor may be permitted to operate specific rental locations with alternative business hours.

21.3 Contractor's rental locations will be in a permanent commercial structure, well-lit, clean, properly maintained, and clearly identified as the vehicle rental company with whom the reservation was made.

21.4 Contractor shall ensure that Contract prices and terms and conditions are available at all rental locations and that there is 100 percent adherence to the Contract rates.

21.5 After-Hours Return at non-Airport Locations.

The Contractor shall provide for after-hours returns (drop-off) in all major metropolitan areas (Miami, Ft Lauderdale, Tampa, Orlando, Jacksonville, Tallahassee, and Pensacola) or institute a procedure that allows Renters to return vehicles during hours when rental locations are closed for business. At a minimum, Contractor shall provide a means for the Renter to securely return the vehicle key and document the time at which the vehicle was returned to the rental location.

22 Airport Locations

22.1 Contractor shall provide rental vehicle services at all Florida commercial airports and at all "Large" commercial airports in the United States, as listed in the Federal Aviation Administration's CY2018 report (see the FAA report link provided below). To meet this requirement for "Large" commercial airports, airport rental locations may be on-site, terminal locations at the airport, or off-site locations within two (2) miles of the airport.

https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/media/preliminary-cy18-commercial-service-enplanements.pdf

22.2 At airport rental locations with counters, Contractor personnel shall be available during terminal hours of operation and at least one (1) hour after the last flight of the day has arrived.

22.3 Where permitted by the regulations of the applicable airport authority, Contractor must have a shuttle bus that runs, at a minimum, every fifteen (15) minutes to and from the airport and Contractor's airport rental location. Contractor's shuttle service pickup shall be accomplished within 15 minutes of the Renter's notification to Contractor. Contractor shall fully process vehicle pickup within fifteen (15) minutes of the Renter's arrival at the rental location. Upon return of the rental vehicle to airport rental locations located off airport grounds, Contractor must transport the Renter to the airport terminal within thirty (30) minutes of vehicle return.

22.4 For airport rental locations located off airport grounds, Contractor shall provide a courtesy phone, clearly identifiable sign at the airport terminal indicating the telephone number to call for the Contractor's shuttle, or have a clearly identified location at which the shuttle may be boarded for transportation to the rental vehicle's location.

22.5 All airport rental locations must remain open at least one (1) hour after the last flight of the day has arrived at the airport served by that rental location.

23 Mandatory Tallahassee Locations

23.1 Downtown Tallahassee Rental Location

Contractor shall establish and operate a downtown Tallahassee rental location within two-miles driving distance of the Florida State Capitol Building. The downtown Tallahassee rental location shall be operational by the Contract start date and continue for the duration of the Contract.

23.2 Eastern Tallahassee Rental Location

Contractor shall establish and operate an eastern Tallahassee rental location using the intersection of North Monroe Street and East Tennessee Street to separate the quadrants within the city within six months of Contract execution.

23.3 Capital Circle Office Center Rental Location

Contractor shall establish and operate a rental location within two miles driving distance of the Capital Circle Office Center. The location shall not be south of Tram Road or north of Apalachee Parkway. This rental location shall be operational within six months of Contract execution.

23.4 Additional Tallahassee Rental Location(s)

In addition to the Tallahassee airport rental location and the downtown and eastern Tallahassee rental locations, Contractor shall establish and operate adequate rental locations to service the Tallahassee area to meet the needs of the Contract.

24 Contract Rental Rates

24.1 Contractor shall not charge Customer or Renter in excess of the Contract rates for rental vehicles specified on Attachment C, Price Sheet. Contract rates shall apply to in-state and out-of-state rentals. Contract rates shall be based on a 24-hour day starting from the time the vehicle is picked up by the Renter.

24.2 Contractor shall provide Daily, Weekly, and Monthly Rentals at the rates specified on Attachment C, Price Sheet.

24.3 Contractor shall ensure that Contract rates and terms and conditions are available at all Contractor rental locations.

24.4 Contract rates include all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.

24.5 Contract rates must include all fees, charges, and costs for vehicle licensing, use, and operation. If Contractor itemizes a Vehicle Licensing Fee (VLF) as a separate charge on the invoice, Contractor shall list the vehicle rental rate as the negotiated Contract rate minus the VLF fee.

24.6 Contract rates are exclusive of local and State sales and federal excise taxes, airport concession fees, city surcharges, and city differential fees applicable in certain cities.

24.7 Contract rates do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies, or any optional charges that the Customer or Renter may purchase with the rental. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate.

24.8 Where the Customer or Renter is not exempt from sales taxes on sales within their state, Contractor shall add the sales taxes on the billing invoice as a separate entry.

24.9 Rental receipts/invoices must clearly detail all surcharges, local taxes, concession fees, fuel charges, and other charges that are not included in the Contract rate.

24.10 Contract rates shall be applied beginning with the Daily Rental rates. In any instance when applying the Daily Rental rate (inclusive of any additional hours rates) results in a higher total cost than if the Weekly Rental rate were applied, the Contractor shall apply the Weekly Rental rate. In any instance when applying the Weekly rental rate results in a higher total cost than if the Monthly Rental rate (inclusive of any additional hours rates), then the Contractor shall apply the Monthly Rental rate.

24.11 Contractor must honor Contract rates, whether the reservation was made by the online reservation system, telephonically or walk-up, when the Renter provides identification or documentation, in physical or electronic form, identifying them self as a Renter under the contract. The Renter's provision of identification constitutes prima facie evidence of the Renter's eligibility to utilize this Contract

25 Taxes

In accordance with section 212.08(6), F.S., only in-state rentals that are billed directly to the Customer by use of a purchasing card (P-Card), purchase order, or by a pre-approved Method of Payment are tax exempt. Tax exemption will not apply to rentals when Renters use personal funds for payment, including cash, checks, or credit cards, even if the Renter is subsequently reimbursed by the Customer. Out-of-state rentals may have tax charges.

26 Receipts/Invoices

Contractor shall ensure that all receipts and invoices are complete, legible, and, at a minimum contain the following data:

- Renter's Name
- Billing Address
- Vehicle Reserved
- Vehicle Rented/Driven
- Date and time vehicle was checked out
- Date and time vehicle was checked in
- Beginning odometer reading
- Ending odometer reading
- Miles driven
- Vehicle rental rate per day
- Vehicle rental rate per hour (if applicable)
- Excess mile charge (if applicable)
- Applicable fees including mandated, non-mandated, and city premium surcharges
- Refueling: Number of gallons and price per gallon

Contractor's standard receipt/invoice may be used, provided the required data is included. If the Renter has satisfied all obligations, the receipt/invoice must show a zero-balance due.

27 Minimum Insurance Requirements for Business Use of the Rental Vehicles

Contractor shall ensure that all base vehicle rental rates 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	$100,000
Comprehensive	Non-Deductible
Collision	Non-Deductible

If Contractor chooses to offer combined single limit liability coverage, Contractor shall include in the base vehicle rental rates combined single limit liability coverage (bodily injury and property damage) of $500,000 per occurrence.

The State reserves the right to increase this minimum liability coverage. Base vehicle rental rates must include liability insurance in compliance with the following requirement:

Insurance Overriding Agreement – The State shall have the right to allow Business Associates and Personal Associates of the Renter to drive the rented vehicle while traveling for business purposes, even though the Business Associate or Personal Associate may not be an employee of the Customer. Any Business Associate or Personal Associate granted such permission shall be entitled to receive all insurance and other benefits of the rental agreement to the same extent as if the Business Associate or Personal Associate had signed the rental agreement.

Customers that utilize the Contract do not have the authority to deny any of the above insurance coverage, except when renting vehicles for leisure.

NOTE – Certificates of Insurance shall be provided, and the certificate holder's name(s) upon the certificates shall be:

Customers of the State of Florida
C/O: Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Certificates of Insurance shall be in effect upon the effective date of the Contract through the termination of the Contract. It is Contractor's responsibility to provide certificates prior to their expiration to the Department's Contract Manager. All insurance policies shall be through insurers authorized to write policies in Florida or through a self-insurance program that is acceptable to the State.

28 Collision/Loss Damage Waiver Fee

For all Business Rentals, Contractor shall include the collision/loss damage waiver fee in the base rate for each Class of vehicle. Business Use Renters shall not be charged any additional fees to insure the rental vehicle. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim or maintain any suit against the State, the Department, or Customer for any physical damage, loss, vandalism, fire, theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided the rental vehicle was not used by the Renter in any manner prohibited by the Contract.

Contractor shall inform the Renter whether or not the loss damage waiver is included when the Renter is using the vehicle for Leisure Use.

Notwithstanding the above, the Renter shall not smoke in Contractor's vehicles, and Contractor may reasonably charge the Renter for any smoking damages caused by the Renter or other passengers in the vehicle while in the Renter's possession.

29 Liability for Rental Vehicle

Contractor shall hold the State, the Department, Customer, and, for Business Use, Renters, Business Associates and Personal Associates harmless from claims for physical damage, loss, vandalism, fire, or theft of the rental vehicle, provided rental vehicle was not used by a Renter, Business Associate, or Personal Associate for any of the following activities:

a. Driving under the influence of alcohol or any prohibited drugs;
b. Operating the vehicle for an illegal purpose;
c. Using the vehicles to push or tow another vehicle, unless the vehicle is equipped for towing and Contractor has agreed to this in writing beforehand;
d. Using the vehicle to carry passengers or property for hire;
e. Driving the vehicle in a race or contest;
f. Permitting operation of the vehicle by an unlicensed driver;
g. Driving the vehicle outside of the United States, except where such use is specifically authorized by the Contract; and
h. Driving the vehicle on other than paved, graded or maintained roads or driveways, except when Contractor has agreed to this in writing beforehand (Note: SUV's and pick-up trucks will be allowed, without Contractor's prior written agreement, to operate off

paved, graded or maintained roads, and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests).

30 Vehicle Accidents

Renters must notify Contractor of all accidents involving any rental vehicle in the Renter's possession and must provide information concerning the accident, as requested by Contractor. Renters must reasonably cooperate with Contractor in the investigation of accident claims and demands and in the recovery of damages from liable third persons.

31 Contact and Information

Contractor shall provide a management-level contract administrator (Contract Administrator) for the State who will work with the Department's Contract Manager to manage the State account, which includes handling questions and resolving issues. The Contract Administrator will be responsible for addressing broad Contract issues and requests made by the Department or a Customer. The Contract Administrator must have the authority and ability to address and correct any issues related to the implementation and operation of the Contract. Contractor shall notify the Department's Contract Manager of any changes in assignment of the Contract Administrator, in writing via email, within two (2) business days of the new assignment.

32 Personnel Training and Resources

Contractor shall ensure that all counter personnel at all rental locations in Florida are trained on the terms and conditions and the rental rate structure of the Contract. Contractor shall provide counter personnel with written or electronic materials that provide guidance and instructions for renting vehicles to Customers in accordance with the terms and conditions of the Contract. All out-of-state counter personnel must have contact information for Contractor's Contract Administrator or other Contractor staff educated on the terms and conditions of the Contract to seek guidance when providing rental services to Customers.

33 Telematics Reporting

When requested by the Department, Contractor shall provide any telematics data that is collected while Renters are operating rental vehicles under the Contract, unless the release of collected data is prohibited by applicable law. Telematics data shall be provided to the Department in the format agreed upon between Contractor and the Department and shall include the specific data sought at the time of the request. The Department reserves the right to require Contractor to provide telematics reporting on a recurring basis (monthly, quarterly or annually) during the term of the Contract.

34 Customer Survey

The Department will provide Customers with a voluntary Customer survey. The Customer survey will assist the Department in verifying Contractor's compliance with the Contract. The Customer survey will additionally assist the Department in verifying that Contractor is providing Renters with satisfactory customer service.

Renters "overall experience" shall be rated as satisfactory on at least ninety (90) percent of Customer surveys. For purposes of this section, satisfactory "overall experience" shall be

measured on a ten-point scale. A satisfactory "overall experience" is any score greater than five (5).

35 Required Service Levels and Financial Consequences

Financial consequences will be assessed for failure to timely perform or submit a report as required by the Contract. Financial consequences will be assessed on a daily or per occurrence basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. The Department may collect financial consequences by reducing payments to Contractor or require Contractor to pay via check or money order in US Dollars and made out to the Department within thirty (30) calendar days after the required report submission date. The Department reserves the right to withhold payment, require Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date, or implement other appropriate remedies, such as Contract termination or non-renewal, when Contractor has failed to perform/comply with the provisions of the Contract.

Contractor shall meet the performance levels specified in the following table:

	Deliverable	Performance Metric	Measurement	Consequences for Non-Performance
1	Vehicles for Renters will be available pursuant to the reservation	All reserved vehicles will be available in accordance with Section 5 and 6 of this Statement of Work (SOW).	1) No vehicle provided to Renter: As reported by Renter 2) Downgrade vehicle provided to Renter: According to rental data	1) No Vehicle provided to Renter: $75 per occurrence Downgrade vehicle provided to Renter: $50 per occurrence
2	Upon vehicle pickup, Renter will be provided with a Clean Vehicle	All Renters will receive a Clean Vehicle at pickup in accordance with Section 7.4 and 7.7 of the SOW.	No more than three (3) Renter complaints received by the Department's Contract Manager or listed in the Department's Customer survey	$50 for each occurrence after the third occurrence, per quarter
3	Upon vehicle pickup, Renter will be provided with a mechanically sound vehicle	All Renters will receive a mechanically sound vehicle at pickup in accordance with Section 7.1, 7.3, 7.4, and 7.5 of the SOW.	No more than three (3) Renter complaints received by the Department's Contract Manager or listed in the Department's Customer Survey	$50 for each occurrence after the third occurrence, per quarter.

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	Deliverable	Performance Metric	Measurement	Consequences for Non-Performance
4	Contractor will provide excellent customer service	Renters responding to the Department's Customer survey provide an overall experience score in accordance with Section 34 of the SOW.	Renter's responding to the Department's Customer survey submit an overall experience score of 6 or greater at least 90% of the time when responding to the Department's Customer survey	Customer satisfaction calculated quarterly: 89-85%: $1,000 84-80%: $1,500 Less than 80%: $2,000
5	Contractor will provide Renter with assistance within two (2) hours of reporting breakdowns, unsafe conditions, and emergency assistance support	Contractor will provide assistance in accordance with Sections 14 and 15 of the SOW.	Zero (0) complaints received by the Department's Contract Manager or listed in the Department's Customer survey	$200 per occurrence
6	Invoices will be correct and accurate at the time of submission	98% of Contractor's invoices will be correct, accurate, and in compliance with Section 26 of the SOW.	No more than two (2) percent of Contractor's invoices are inaccurate	$500 per quarter
7	Contractor's reports will be fully and timely submitted to the Department	100% of Contractor's reports will be submitted to the Department in accordance with Section 40 of the SOW.	Zero (0) reports are submitted late or incomplete.	$300 per quarter

36 Purchasing Card

The State has implemented a P-Card program using the Visa platform. The Contractor may receive payments via the state's P-Card in the same manner as any other Visa purchases. P-Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State's new P-Card platform within thirty (30) days of notification of such change.

37 Business Review Meetings

In order to maintain the partnership between the Department and Contractor, the Department may require a business review meeting each quarter. The Department may require specific attendees associated with Contractor's services provided under this Contract, either in person or by conference call. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of Contractor's performance;
- Review of minimum required reports;
- Addressing any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

38 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract, via the complaint to vendor process outlined in the PUR 7017, Complaint to Vendor, contemplated for this Contract, may result in default proceedings and cancellation of the Contract.

39 Insurance, Loss Deductible

The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor. Upon request, Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

40 Contract Reporting and Documentation

40.1 Monthly Sales Report

Contractor shall submit a monthly sales report electronically, in a format acceptable to the Department, to the Department's Contract Manager within ten (10) calendar days after the close of each month. The Department reserves the right to require Contractor to provide additional reports, lists, or other documentation regarding sales, pricing, fees, or other information, with thirty (30) days' written notice. Failure to timely provide the monthly report, or other reports or documentation requested by the Department, may result in the imposition of financial consequences or in Contractor being found in default and may result in termination of the Contract. Initiation and submission of the monthly report are the responsibility of Contractor without prompting or notification by the Department. Sales will be reviewed on a monthly basis.

At a minimum, the monthly sales report shall contain the following elements:

Element	Description
Contractor/Brand	Identifies the vehicle rental company associated with the rental
Ticket	Rental agreement number; this is a unique identifier for each rental
Reservation Number	Contractor's unique identifier for reservations; not used by the Department's Division of State Purchasing
Account Number	
Account Name	Used to identify agencies/universities vs. OEU and Business vs. Leisure Rentals
Reservation Date	Blank when a reservation is not made in advance (i.e. walk-ins)
Reservation Time	Blank when a reservation is not made in advance (i.e. walk-ins)
Business or Leisure	Indicates whether reservation was a Business Rental or Leisure Rental
Rental Date	
Rental Time	

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Location Name - Pickup	Rental Pickup Location Name (e.g., TALLAHASSEE EAST)
City - Pickup	Rental Pickup Location City
State - Pickup	Rental Pickup Location State
Return Date	
Location Name - Return	Return location name (e.g., TALLAHASSEE EAST)
City - Return	Return location city
State - Return	Return location state
Months Rented	Number of whole months rented (30-day periods)
Weeks Rented	Number of whole weeks rented (7-day periods)
Days Rented	Number of whole days rented (24-hour periods)
Hours Rented	Number of hours rented
Miles Out	Vehicle mileage when the Renter picks up the car
Miles In	Vehicle mileage when the Renter returns the car
Retail Rate for this Rental	Retail rate for a rental similar to this rental
Time/Mileage Amount	Amount charged for time rented plus mileage, if applicable
Total Charge Amount	Total amount charged including all taxes and fees, if applicable
Miles/Day	Calculated field; total miles divided by charge days
Total Tax Amount	State and local tax amount
Surcharge Amount	Combination of other fees not captured in a separate field such as vehicle license recovery fees (VLF) (if not already included in the rental rate) and airport concession fees
FSO Amount	Amount charged for fuel service option, if applicable
GPS Amount	Amount charged for GPS (navigation equipment) rental, if applicable
Other Charges	Amount charged for charges not otherwise included on this list
Description of Other Charges	
Gallons	Number of gallons needed to restore tank to level at pickup, if applicable
Fuel Rate	Cost of fuel per gallon, if applicable
Toll Pass Service Charge	Amount charged for tolls accrued by Renter and equipment rental (if not charge-by-plate)
Vehicle Charged	ACRISS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRISS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRISS Code for the vehicle type that the Renter drove
Make	Make of the vehicle that the Renter drove (e.g., CHEV=Chevrolet)
Model	Model of the vehicle that the Renter drove (e.g., TRAV=Traverse)
Year	Year of the vehicle that the Renter drove (e.g., 2017)
Vehicle Identifier	Vendor's unique identifier or Vehicle Identification Number (VIN) for the specific vehicle that the Renter drove

MOP	Method of Payment (e.g., VISA, CASH, PERSONAL CHECK); does not identify personal vs. business credit card
Renter First Name	
Renter Last Name	
One Way Rental	Indicates "No" if the vehicle was not returned to the pickup location
Airport Rental	Indicates "Yes" if the vehicle was rented from one of Contractor's airport locations
Booking Source	How the reservation was made (e.g., BRANCH, WEB), or WALKUP if no reservation
Adjustment Indicator	Indicates "Adjustment" if changes are made to a rental agreement after it is closed in Contractor's system; these records are not counted as separate rental agreements, but data is compared to the information originally provided by Contractor for the same rental agreement to determine what changes were made (e.g., tax and surcharge refunds, mileage corrections, etc.)
Amount Adjusted	Amount added or deducted (e.g., tax and surcharge refunds, mileage corrections, etc.)

*The Department reserves the right to add required elements and request ad-hoc reports, as needed.

40.2 MFMP Transaction Fee Report

Contractor is required to submit monthly Transaction Fee Reports in the Vendor Information Portal (VIP).. These reports are due fifteen (15) calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee and Reporting section and Training for Vendors subsections under Vendors on the MFMP website. For additional resources to learn more about the MFMP Transaction Fee Report, please refer to either the Department's online training or the Department's MFMP TV YouTube channel to watch the Transaction Fee Reporting for State Contracted Vendors video. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 AM to 6:00 PM Eastern Time.

40.3 On-line Reservation System Uptime Report

Contractor shall submit a quarterly report to the Department electronically, providing evidence of reservation system uptime through the use of a 3rd party. System uptime shall meet the requirements of Section 10.1.

41 Rate Adjustments

41.1 General Provisions

41.1.1 Prices established in the Contract shall remain fixed for the first two (2) years of the Contract. Thereafter, Contractor may request a price increase. However, Contractor shall not request, and the Department will not approve, more than one (1) request for a price increase for each subsequent year.

41.1.2 Requests for price increases must be supported by a change in the Producer Price Index (PPI) for Standard Passenger Car Rental, Series ID 5321115321112. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

41.1.3 The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

41.1.4 When requesting a price increase, Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the PPI is insufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three (3) percent, whichever is less. The percent change in PPI shall be calculated using the following formula: $(B - A) / A = Z$

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

41.1.5 The Department reserves the exclusive right to approve or deny a requested increase and to determine the amount of the increase. The Department's determination regarding price increases is final, binding on all parties, and not subject to appeal.

41.1.6 No Contract price increases will be considered if Contractor has outstanding, overdue reports or documentation, including, but not limited to, a monthly sales report pursuant to Section 40.1, above, or an MFMP Transaction Fee Report pursuant to Section 40.2, above, or with outstanding fees or monies due under this Contract.

41.1.7 The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State.

41.1.8 Contractor may offer price decreases at any time during the Contract period.

41.2 Initial Term of the Contract

41.2.1 Contract price increases may not exceed more than three (3) percent per year, and the aggregate amount of all requested increases may not exceed nine (9) percent during the initial term of the Contract.

41.2.2 If Contractor intends for its adjusted pricing to apply to the rental rates during any renewal period, Contractor shall advise the Department of its intention at the time it submits the requested price increase.

41.3 Renewal Years of the Contract

For years in which a Contract renewal is exercised, Contract price increases may not exceed more than three (3) percent per year, and the aggregate amount of requested increases for all renewal years of the Contract may not exceed ten (10) percent of the initial term of the Contract.

42 Car Share Program

Upon the Department's request, the Contractor shall advise the Department of the status and size of its car share program. Upon Contract amendment, the Contractor shall offer a car share program at an agreed upon price not to exceed Contract's highest vehicle rental price. The car share program shall be subject to the same terms and conditions of the Contract.

43 Electric Vehicles

Upon the Department's request, the Contractor shall advise the Department of the status and size of its electric vehicle fleet. Upon Contract amendment, the Contractor shall offer electric vehicles for rent at an agreed upon price not to exceed 110% of the rental price of a non-electric vehicle in a comparable Class. Electric Vehicles shall be subject to the same terms and conditions of the Contract.

44 E-Verify

The following language supersedes section 13.2 of the Special Contract Conditions.

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a

subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

45 Limitation of Liability

The following language supersedes Section 7.6, Limitation of Liability, of the Special Contract Conditions.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. Upon notice to the Contractor, the Department or 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 reasonably 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.

46 Data Security

The following language supersedes Section 9, Data Security, of the Special Contract Conditions.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor reserves the right to assert that certain information contained within the findings are Trade Secret pursuant to Section 8 of the Special Contract Conditions. Furthermore, pursuant to s. 282.318, F.S., findings relating to a security incident are confidential and exempt from s. 119.70(1), F.S. and s. 24(a), Art. I of Florida's Constitution. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Notwithstanding the foregoing, Contractor may securely transmit information outside of the United States to facilitate international reservations and payment processing. Contractor shall maintain an attestation of compliance from a third party that any payment processing that occurs outside of the United States is, at a minimum, Level I Merchant Payment

Card Industry (PCI) compliant. The Contractor shall provide upon request documentation regarding the Contractor's attestation of compliance, including all supporting and related materials.

Rental Vehicles

Contract No. 78111808-20-1

Contract Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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 RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

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 ARECONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must 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. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under

the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will

be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.
All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark,

copyright, patent, trade secret, or e-vtual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide 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.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or 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.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor

shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the 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 will 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 of Florida 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 and the Department with respect to commodities or contractual services subjected to allocation, 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 commodity or contractual services 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.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within

five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

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 Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, 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.

Contract Exhibit E

Offered Brands Acknowledgement

Contractor's Name: Avis Budget Group

Offered Brands

- Avis Budget Group will offer the following Brands for inclusion on the State of Florida's Contract for Rental Vehicles:

  1) Avis

  2) Budget

- By signing below, Contractor agrees to comply with Section 9 of Contract Exhibit A, Statement of Work, which requires that services provided through Contractor's multiple Brands shall be provided at the same Contract rates and shall comply with all terms and conditions set forth in the Contract. Contractor is fully responsible for the compliance and performance of its Brands.

Company's Authorized Representative

Signature:

Date: 8/26/20

Printed Name: Beth Schoeller

Position Title: National Account Manager, Government

AVIS Rental Car procedures

Reservations:

1. Go to website www.avis.com to make reservations.
2. Enter Wizard # B4D04G
3. Enter Corporate discount code – AWD number – B163448
4. Fill in all pertinent information pertaining to the traveler in need of the rental, car type, size, flight number date and time of pick up and return of the vehicle.
5. Write confirmation number in the Travel packet and print the confirmation. Put a copy of the printout into the AVIS folder and a copy in the travelers' folder.

Retrieve Invoice for Payment

1. Go to avis.documentportal.com
2. Enter user name – AV219544300003
   a. Password – ~~welcome2~~ Budget306
   b. PO # to use for FY2013 is – 300638
3. Upper left hand corner of page choose – U.S. Statement and Invoices
4. Select in first box DATE = "on or before", next box is the date box, choose the current date.
   a. Leave all other boxes blank
5. Click on Search

Select the invoice or statement you wish to view / print by clicking in the box to the left of the date. Choose "VIEW selected" in the Document Tools box to the right of the page.

Print the documents you will need.

6. Once documents are printed, go to JAXPRO and receipt the invoices in need of payment, use the current PO number for the Fiscal year.
7. Note the Receipt numbers on the Invoice, Scan and save to the U:Budget\Procurement\Receipts folder and name appropriately.

Vendor's Name: Avis Budget Group, Inc.

State Contracted Classes: In-State Rental Pricing

Note: Pricing for the Vehicle Classes of vehicles on this schedule below must adhere to the other conditions set forth in the Contract.

Unlimited Mileage						
State Class	ACRISS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Compact	CCAR	KIA Soul	$25.00	$8.33	$150.00	$525.00
Intermediate	ICAR	Toyota Corolla	$27.00	$9.00	$162.00	$567.00
Fullsize	FCAR	Chevrolet Malibu	$29.00	$9.67	$174.00	$609.00
Minivan	MVAR	Dodge Caravan	$34.75	$11.58	$208.50	$729.75
12 Passenger Van	SVAR	Ford Transit 12	$53.00	$17.67	$318.00	$1,113.00
Standard SUV	SFAR	Ford Edge	$33.00	$11.00	$198.00	$693.00
Economy	ECAR	Ford Fiesta	$25.00	$8.33	$150.00	$525.00
Intermediate SUV	IFAR	Jeep Compass	$30.00	$10.00	$180.00	$630.00
Large SUV	FFAR	Chevrolet Tahoe	$90.00	$30.00	$540.00	$1,890.00
Standard Pickup	SPAR	Nissan Frontier	$50.00	$16.67	$300.00	$1,050.00
Large Pickup	PPAR	RAM Rebel	$50.00	$16.67	$300.00	$1,050.00
Standard Hybrid	SCAH	Toyota Prius	$30.00	$10.00	$180.00	$630.00

Note: The Vendor's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1 of the Contract, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Vendor's Name: **Avis Budget Group, Inc.**

State Contracted Classes: Out-of-State Rental Pricing

Rental Pricing for the Vehicle Classes offered on the schedule below must adhere to the other conditions section of the Contract.

Unlimited Mileage						
State Class	**ACRISS Code**	**Proposed Vehicle(s) Make/Model**	**Daily Rate**	**Additional Hours Rate**	**Weekly Rate**	**Monthly Rate**
Compact	CCAR	KIA Soul	$31.50	$10.50	$189.00	$661.50
Intermediate	ICAR	Toyota Corolla	$33.75	$11.25	$202.50	$708.75
Fullsize	FCAR	Chevrolet Malibu	$38.00	$12.67	$228.00	$798.00
Minivan	MVAR	Dodge Caravan	$45.50	$15.17	$273.00	$955.50
12 Passenger Van	SVAR	Ford Transit 12	$85.00	$28.33	$510.00	$1,785.00
Standard SUV	SFAR	Ford Edge	$39.00	$13.00	$234.00	$819.00
Economy	ECAR	Ford Fiesta	$31.50	$10.50	$189.00	$661.50
Intermediate SUV	IFAR	Jeep Compass	$38.00	$12.67	$228.00	$798.00
Large SUV	FFAR	Chevrolet Tahoe	$95.50	$31.83	$573.00	$2,005.50
Standard Pickup	SPAR	Nissan Frontier	$52.00	$17.33	$312.00	$1,092.00
Large Pickup	PPAR	RAM Rebel	$52.00	$17.33	$312.00	$1,092.00
Standard Hybrid	SCAH	Toyota Prius	$40.00	$13.33	$240.00	$840.00

One-Way Mileage Fees for Out-of-State Rentals Over 700 Miles

Additional Charges & Fees	Item Description	State of Florida Price
One-Way Mileage Charge (For Out-of-State Travel Only)	A mileage charge assessed for one-way rentals to destinations outside the state of Florida for miles driven after the first 700 miles (no mileage charge shall assessed for the first 700 miles driven)	$0.25

Note: The Vendor's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1 of the Contract, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Vendor's Name: Avis Budget Group, Inc.

Emergency Management Rates

Note: See Section 17, Emergency Management Service Rental Rates, of the Statement of Work for the mandatory requirements, paragraph

Vehicle Class	ACRISS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Standard SUV	SFAR	Ford Edge	$29.00	$9.67	$174.00	$696.00
Intermediate SUV	IFAR	Jeep Compass	$27.00	$9.00	$162.00	$648.00
Large SUV	FFAR	Chevrolet Tahoe	$69.00	$22.50	$405.00	$1,656.00
Compact	CCAR	KIA Soul	$23.00	$7.67	$138.00	$483.00
Full-size	FCAR	Chevrolet Malibu	$26.00	$8.67	$156.00	$624.00
Standard Pickup Truck	SPAR	Nissan Frontier	$45.00	$15.00	$270.00	$1,080.00
Large Pickup Truck	PPAR	RAM Rebel	$45.00	$15.00	$270.00	$1,080.00
Minivan	MVAR	Dodge Caravan	$33.00	$11.00	$198.00	$792.00

Note: The Vendor's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1 of the Contract, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

AVIS

GLOBAL ELECTRONIC BILLING
TERMS OF AGREEMENT

Check Charge Card Preference ☒ Visa ☐ MasterCard ☐ American Express ☐ Discover

As a condition to the subscribing company's participation in the Global Electronic Billing Program, the subscribing company agrees to pay all charges for rentals entered into, under, and billed through the described charge card number 4808-0130-0202-4767 expiration date 1/23 which can only be used through the Avis Global Electronic Billing Wizard Number assigned.

It is the sole responsibility of the subscribing company to maintain the security of its Global Electronic Billing Wizard Number. The Avis Rental agreement shall be deemed conclusive evidence of the fact that the transaction was entered into under the Global Electronic Billing Wizard Number.

This agreement remains in effect until written notice of cancellation is received by either party. Notice to Avis is to be sent to 300 Centre Pointe Drive, Virginia Beach, VA, 23462 Attention: Charge Card Department.

Optional Coverage MUST BE INITIALED Accept or Decline for each option.

Loss Damage Waiver (LDW)	Accept	Decline x
Personal Accident Insurance (PAI)	Accept	Decline x
Personal Effects Protection (PEP)	Accept	Decline x
Additional Liability Insurance (ALI)	Accept x	Decline

Please check a Car Group Preference.

☐ Compact 4-door (B) similar to the Chevorlet Cavalier
☐ Intermediate (C) similar to the Pontiac Grand Am
☐ Standard (D) similar to the Pontiac Grand Prix
☐ Full Size 4-Door (E) similar to the Chevrolet Malibu
☐ Premium (G) similar to the Buick LeSabre
☐ Luxury (H) similar to the Cadillac Sedan DeVille

Notice to the company should be sent to:

Company	Jacksonville Sheriff's Office
Street	501 East Bay Street
City/State/Zip	Jacksonville, FL 32202
Contact Name	Alina Morozov
Contact Email	travel@jaxsheriff.org
Company Fax	904-630-2772
Phone #	904-630-2217

Officer of Company Signature
Printed Name and Title

Date (mm/dd/yyyy) / /

FOR AVIS USE ONLY

Sales Rep	
Email	
Phone	- -
STC	
AWD	B163448
Wizard Number	

Baines, Deidra B.

From:	Verdejo Magras, Wanda <WVerdejo@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent:	Tuesday, January 12, 2021 7:56 AM
To:	Clement, William J.
Cc:	Baines, Deidra B.; Morozov, Alina A; Galvan, Denise R.
Subject:	RE: (DMS) Dept of Management Serv. & Avis Budget Group
Attachments:	AVIS Contract - SIVER COMMENTS AND EDITS.pdf
Categories:	Action Required

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

I consulted with RM legal insurance consultant the details of the agreement and the following recommendations were made.

Summary: as per RM insurance consultant Siver .... See attached. Comments and suggestions in the indemnity and insurance sections. Section 7

- 7.1
- 7.2
- 7.5

I assume that there will be some enabling document which changes the references to the "State" to the "City." At least that is how I read the provisions, and I left the references to "State" in place assuming they would be changed on a universal basis.

This will conclude Risk Management review.

Any further questions please feel free to contact me.

Email : wverdejo@coj.net & riskreview@coj.net

Cordially,

Wanda Verdejo

Property and Casualty Compliance Administrator

for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

ONE CITY. ONE JACKSONVILLE

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From: Verdejo Magras, Wanda **On Behalf Of** RiskReview
Sent: Wednesday, January 06, 2021 2:48 PM
To: Clement, William J.
Cc: Baines, Deidra B.; Morozov, Alina A; Galvan, Denise R.
Subject: RE: (DMS) Dept of Management Serv. & Avis Budget Group

Greetings to all,
I must be confused about what is being asked of me; therefore, I cc all involved to be on the same page.

The original question was....."are we cover for a rental car" and my response was.....,

1. Sovereign Immunity only applies to the State of Florida. There is no Sovereign Immunity (liability or loss limitation) outside of the state of Florida for City "Owned", "Rented" or "Borrowed" vehicles.

2. Liability and Physical Damage coverage for rental vehicles should be purchased through the rental agency regardless of whether the vehicle is being used inside or outside of the state of Florida.

Since you are requesting to Piggyback on the Tallahassee, Fl Rental Vehicles Contract No. 78111808-20-1 Between Florida Department of Management Services and Avis Budget Group, Inc. and I have a discrepancy with sections 7.5 & 20.1 of the Tallahassee contract, I will forward it to my Legal Insurance consultant to review the Piggyback and confirm if COJ is protected.

section: 7.5 Indemnification
section: 20.1 Insurance.

I will request for the review to be concluded by Monday 11th

Please label all emails correspondence :Subject-**DMS- Dept of Management Serv. & Avis Budget Group**

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

Email : wverdejo@coj.net & riskreview@coj.net

Jacksonville
Where Florida Begins.

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From: Clement, William J. [mailto:William.Clement@jaxsheriff.org]
Sent: Tuesday, January 05, 2021 11:33 AM
To: Verdejo Magras, Wanda
Cc: Baines, Deidra B.
Subject: RE: (DMS) Dept of Management Serv. & Avis Budget Group

Good morning Wanda, Deidra forwarded me your request for additional information on our review request. We understand that sovereign immunity does not apply here and we purchase the insurance coverage for all rental vehicles. I believe Denise Galvan from my office spoke with you about this. What additional information do you need to process the piggyback? We have to have this piggyback contract in place in order to procure rental vehicles.

Chief William Clement, CPA, #65882

Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2105 | Cell: 904.716.1434
William.Clement@jaxsheriff.org

From: Verdejo Magras, Wanda <WVerdejo@coj.net> **On Behalf Of** RiskReview
Sent: Monday, December 21, 2020 2:12 PM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: RE: (DMS) Dept of Management Serv. & Avis Budget Group

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Greetings,
I might need further information on your request due to the following 2 reasons.

1. Sovereign Immunity **only** applies to the State of Florida. There is no Sovereign Immunity (liability or loss limitation) outside of the state of Florida for City "Owned", "Rented" or "Borrowed" vehicles.

2. Liability and Physical Damage coverage for rental vehicles should be purchased through the rental agency regardless of whether the vehicle is being used inside or outside of the state of Florida.

Please call me on this one.

Please label all emails correspondence :Subject- **(DMS) Dept of Management Serv. & Avis Budget Group**

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
Cell : 904-234-1578

Email : wverdejo@coj.net & riskreview@coj.net

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From: Baines, Deidra B. [mailto:Deidra.Baines@jaxsheriff.org]
Sent: Thursday, December 17, 2020 2:45 PM
To: RiskReview
Subject: DMS Contract #78111808-20-1 Rental Vehicles

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Risk,

Please see the attached request for review to piggyback the State of Florida DMS contract for Rental Vehicles.

Thanks,

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"