

Respondent Name: Avis Budget Group**State Contracted Classes: In-State Rental Pricing****Note: Pricing for the vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the RFP.**

Pricing Offered - Unlimited Mileage						
State Class	ACRIS Code	Example Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Compact	CCAR	Nissan Versa	\$26.52	\$8.84	\$159.14	\$556.97
Intermediate	ICAR	Toyota Corolla	\$28.64	\$9.55	\$171.87	\$601.53
Fullsize	FCAR	Chevrolet Malibu	\$30.77	\$10.26	\$184.60	\$646.09
Minivan	MVAR	Dodge Caravan	\$36.87	\$12.29	\$221.20	\$774.19
12 Passenger Van	SVAR	Ford Transit 12	\$56.23	\$18.74	\$337.37	\$1,180.78
Standard SUV	SFAR	Ford Edge	\$35.01	\$11.67	\$210.06	\$735.20
Economy	ECAR	Ford Fiesta	\$26.52	\$8.84	\$159.14	\$556.97
Intermediate SUV	IFAR	Jeep Compass	\$31.83	\$10.61	\$190.96	\$668.37
Large SUV	FFAR	Chevrolet Tahoe	\$95.48	\$31.83	\$572.89	\$2,005.10
Standard Pickup	SPAR	Nissan Frontier	\$53.05	\$17.68	\$318.27	\$1,113.95
Large Pickup	PPAR	Ford F-150	\$53.05	\$17.68	\$318.27	\$1,113.95
Standard Hybrid	SCAH	Toyota Prius	\$31.83	\$10.61	\$190.96	\$668.37

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Respondent Name: Avis Budget Group**State Contracted Classes: Out-of-State Rental Pricing****Note: Pricing for the vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the RFP.**

Pricing Offered - Unlimited Mileage						
State Class	ACRIS Code	Example Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Compact	CCAR	Nissan Versa	\$33.42	\$11.14	\$200.51	\$701.79
Intermediate	ICAR	Toyota Corolla	\$35.81	\$11.94	\$214.83	\$751.91
Fullsize	FCAR	Chevrolet Malibu	\$40.31	\$13.44	\$241.89	\$846.60
Minivan	MVAR	Dodge Caravan	\$48.27	\$16.09	\$289.63	\$1,013.69
12 Passenger Van	SVAR	Ford Transit 12	\$90.18	\$30.06	\$541.06	\$1,893.71
Standard SUV	SFAR	Ford Edge	\$41.38	\$13.79	\$248.25	\$868.88
Economy	ECAR	Ford Fiesta	\$33.42	\$11.14	\$200.51	\$701.79
Intermediate SUV	IFAR	Jeep Compass	\$40.31	\$13.44	\$241.89	\$846.60
Large SUV	FFAR	Chevrolet Tahoe	\$101.32	\$33.77	\$607.90	\$2,127.63
Standard Pickup	SPAR	Nissan Frontier	\$55.17	\$18.39	\$331.00	\$1,158.50
Large Pickup	PPAR	Ford F-150	\$55.17	\$18.39	\$331.00	\$1,158.50
Standard Hybrid	SCAH	Toyota Prius	\$42.44	\$14.15	\$254.62	\$891.16

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 Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Respondent Name: Avis Budget Group**State Contracted Classes: Emergency Management Rates**

Note: See Section 17, Emergency Management Service Rental Rates, of the Statement of Work for the mandatory requirements that apply. The Respondent must provide discounted emergency management rates for the mandatory vehicle Classes below.

Pricing Offered - Unlimited Mileage						
Vehicle Class	ACRIS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Standard SUV	SFAR	Ford Edge	\$30.77	\$10.26	\$184.60	\$646.09
Intermediate SUV	IFAR	Jeep Compass	\$28.64	\$9.55	\$171.87	\$601.53
Large SUV	FFAR	Chevrolet Tahoe	\$73.20	\$24.40	\$439.21	\$1,537.24
Compact	CCAR	Kia Soul	\$24.40	\$8.13	\$146.40	\$512.41
Full-size	FCAR	Chevrolet Malibu	\$27.58	\$9.19	\$165.50	\$579.25
Standard Pickup Truck	SPAR	Nissan Frontier	\$47.74	\$15.91	\$286.44	\$1,002.55
Large Pickup Truck	PPAR	Ford F-150	\$47.74	\$15.91	\$286.44	\$1,002.55
Minivan	MVAR	Dodge Caravan	\$35.01	\$11.67	\$210.06	\$735.20

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.



CONTRACT AMENDMENT NO.: 1
Contract No.: 78111808-20-1
Contract Name: Rental Vehicles

This Contract Amendment to Contract No. 78111808-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Avis Budget Group, Inc. ("Contractor"), with its principal place of business located at 379 Interpace Pkwy, Parsippany, NJ 07054, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on September 8, 2020, for the provision of Rental Vehicle Services;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 3, Rental Agreement of the Contract and Section 6 of Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Exhibit A, Statement of Work, subsection 41.1.1 – 41.1.8 is hereby deleted and replaced in the entirety with the following:

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 include supporting documentation showing adequate justification for the proposed increase. Documentation may include but is not limited to; U.S. Producer Price Index (PPI) for Standard Passenger Car Rental, Series ID PCU5321115321112, Consumer Price Index (CPI) for Car and truck rental in the U.S., Series ID CUSR0000SETA04 or other supporting data. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <https://www.bls.gov/data/>.

41.1.3 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 or CPI alone is not considered adequate justification for a price increase. Price increases shall not exceed three (3) percent of line-item rates.



CONTRACT AMENDMENT NO.: 1
Contract No.: 78111808-20-1
Contract Name: Rental Vehicles

41.1.4 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.

41.1.5 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, or an MFMP Transaction Fee Report pursuant to Section 40.2, or with outstanding fees or monies due under this Contract.

41.1.6 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.

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

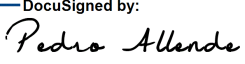
II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when executed by both Parties.

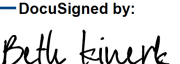
IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: 
C94713929499485...

Name: Pedro Allende
Title: Secretary, DMS
Date: 5/31/2024 | 1:13 PM EDT

Contractor:
Avis Budget Group, Inc.

By: 
A7932E4E0E85423...

Name: Beth Kinerk
Title: Sr. VP, Sales/Authorized Signatory
Date: 5/16/2024 | 11:00 AM EDT



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:


2EEF8C7BA0D34CA...

By: **Jonathan R. Satter**
Secretary

9/8/2020 | 3:41 PM EDT

Date

Avis Budget Group, Inc.

DocuSigned by:


E2997ED111E54D6...

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.

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- 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	ACRIS 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

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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 ACRIS 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

CONTRACT EXHIBIT A

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

CONTRACT EXHIBIT A

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.

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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

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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

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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

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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

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- 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.

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- 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.

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- 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:

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- 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:

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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

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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

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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:

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- 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 <u>and</u> 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 <u>and</u> equipment rental (if not charge-by-plate)
Vehicle Charged	ACRIS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRIS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRIS 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

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MOP	Method of Payment (e.g., VISA, CASH, PERSONAL CHECK); does <u>not</u> 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.

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- 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.

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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

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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

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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 ARE CONCERNED.

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 Department/Customer, 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.

Vendor's Name: Avis Budget Group, Inc.**State Contracted Classes: In-State Rental Pricing**

Note: Pricing for the Vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the Contract.						
Unlimited Mileage						
State Class	ACRIS 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**

Note: Pricing for the Vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the Contract.						
Unlimited Mileage						
State Class	ACRIS 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 that apply.						
Vehicle Class	ACRIS 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.

Refueling Charge

Contract rates do not include refueling charges. The refueling charge will apply when the vehicle is returned with less than a full tank of fuel according to the vehicle fuel gauge, unless the renter agreed to drive a vehicle with less than a full tank of fuel. The refueling charge is adjusted monthly, effective on the first Wednesday after the first Monday of every month. Please see Sections 11.3 and 16.3 of the Statement of Work.

Start Date	End Date	Fuel Price (per gallon)
01/06/2021	02/02/2021	\$2.51
12/09/2020	01/05/2021	\$2.48
11/04/2020	12/08/2020	\$2.34
10/07/2020	11/03/2020	\$2.50
09/30/2020	10/06/2020	\$2.51

SELECT OUT-OF-STATE CITY SURCHARGES		
The Surcharge Rate is a rate in addition to the Vendor's contract rate. Select Out-of-State City Surcharge Rates shall be valid for the life of the Contract and may not be increased without written authorization from the Department.		
No.	CITY	SURCHARGE RATE
1	ATL	\$3
2	BWI	\$3
3	BOS	\$3
4	DTW	\$3
5	BDL	\$3
6	PHL	\$3
7	PVD	\$3
8	SAN	\$3
9	SFO	\$3
10	SJC	\$3
11	LAX	\$3
12	DCA	\$3
13	IAD	\$3
14	ORD	\$3
15	MDW	\$3
16	Washington DC Metro locations	\$3
17	San Francisco Downtown locations	\$3
18	NY/CT/NJ Metro locations	\$8
19	LGA, JFK, EWR, NYC Borough locations	\$18
20	Alabama (Dothan, Trussville, Tuscaloosa, Anniston)	\$3
21	Missoula, MT	\$3
22	Sioux Falls, SD	\$3
23	Wisconsin (Madison, La Crosse, Middleton)	\$3
24	State of Alaska	\$5
25	Billings, MT	\$5
26	Columbus, GA	\$5
27	Rapid City, SD	\$5
28	Alabama (Decatur, Madison, Muscle Shoals)	\$8
29	Marquette, MI	\$8
30	Minnesota (Duluth, Grand Rapids, Int'l Falls, ORR Regional, Rochester)	\$8
31	Mississippi (Columbus, Meridian)	\$8
32	North Dakota (Fargo, Bismarck)	\$8
33	Tennessee (Greenville, Tri-City, Elizabethton)	\$8
34	West Virginia (Clarksburg, Morgantown)	\$8
35	Wisconsin (Wausau, Appleton, Eau Claire, Rhinelander, Menasha, Superior, Wisconsin Dells)	\$8
36	Menominee, MI	\$10
37	Minot, ND	\$10
38	Aberdeen, SD	\$10
39	Wisconsin (Green Bay, Sturgeon Bay, Central Wisconsin, Steven's Point, Aspirus Wausau)	\$10
40	Wyoming (Casper, Sheridan, Riverton, Gillette, Cody, Laramie)	\$12

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:



Printed Name:

Beth Schoeller

Date:

8/26/20

Position Title:

National Account Manager,
Government



User Reference Guide for Rental Vehicles

Rental Vehicles (78111808-20-1)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/rental_vehicles2.

Avis and Budget Brands

- The contractor offers services under two different brands: **Avis** and **Budget**.
- Customers may make reservations and rent vehicles from any location for either brand; use the [Avis website](#) and [Budget website](#) to determine the most convenient location for either brand.
- Customers are strongly encouraged to only use airport locations for trips involving air travel.

Definitions

- **Customer:** Any agency, as defined in subsection 287.012(1), Florida Statutes (F.S.), or any eligible user (e.g. a Florida city or county, state college or university, etc.), as defined in [Rule 60A-1.001, Florida Administrative Code](#), that procures services under this contract.
- **Renter:** A customer's (i.e. state agency's or eligible user's) authorized representative or employee who is authorized to rent vehicles for travel.
- **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 (i.e. state agency's or eligible user's) employee, or 2) an employee of a state contractor, vendor, or supplier, or 3) a volunteer performing an official state function.
- **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.
- **Business Use or Business Rental:** Renter's use of rental vehicle to conduct work activities authorized by the customer (i.e. state agency or eligible user).
- **Leisure Use or Leisure Rental:** Renter's use of a vehicle for personal travel.

Avis Preferred and Budget Fastbreak Programs

- Prior to making a reservation or renting a vehicle, renters are strongly encouraged to sign up for the free Avis Preferred and Budget Fastbreak programs:
 - **Avis Preferred:** <https://www.avis.com/en/corporate/A113400>
 - **Budget Fastbreak:** <https://www.budget.com/en/corporate/T417600>
- Renters are also encouraged to download the free Avis and Budget mobile apps:
 - **Avis:** <https://www.avis.com/en/avis-app>
 - **Budget:** <https://www.budget.com/en/products-services/services/mobile-app>
- These steps will help expedite the reservation and rental process for the renter.

Electronic and Central Billing

- Business customers can set up Electronic Billing (to use a credit card not assigned to a renter) or Central Billing (to use purchase orders) for renters (including non-employees and contractors) who do not have a credit card. Customers should submit the appropriate form to **Raylene Clegg**, Avis/Budget Account Services Representative, at floridahelp@avisbudget.com:
 - **Electronic Billing:** [Global Electronic Billing Terms of Agreement](#)
 - **Central Billing:** [Global Commercial Billing Application](#)

Car Classes and Rates

- The car classes and associated rates available on this contract are shown on the [price sheet](#).
- Unless otherwise specifically requested by the renter, the approved vehicle class is **Compact** for state agency business use rentals, unless upgraded by Avis/Budget at no additional cost.
- Renters may choose to upgrade to a larger car class at their own expense; the renter must make arrangements with Avis/Budget at the time of pick-up to pay the cost difference using personal funds. **If the renter wants to upgrade to a larger car class at their own expense, the renter must request the larger car class at the time of the reservation, not at the time of pick-up.**
- State agency customers and renters are encouraged to refer to the [Reference Guide for State Expenditures](#) for additional information regarding travel expenses, including hybrid car rentals.

Minimum Age Requirements

- **Business Use:** The minimum age requirement for business use rentals is 18 for all car classes except passenger vans. Passenger vans accommodating 12 to 15 passengers have a minimum age requirement of 21. Avis/Budget will not assess underage fees to any business use rental.
- **Leisure Use:** The minimum age requirement for leisure use rentals is 18 for all car classes except passenger vans. Passenger vans accommodating 12 to 15 passengers have a minimum age requirement of 25. Avis/Budget will assess underage fees to any leisure use rental if the renter is between the ages of 18 and 24.

Reservations

- Renters are strongly encouraged to make reservations as soon as a need for travel is identified.
- Reservations should be made using the [Avis website](#), [Avis mobile app](#), [Budget website](#), or [Budget mobile app](#); renters should use the appropriate Avis Worldwide Discount (AWD) or Budget Corporate Discount (BCD) code at the time of the reservation to receive the contracted rates shown on the [price sheet](#):

Brand	Business Use Rentals	Leisure Use Rentals
Avis (AWD)	A113400	S954700
Budget (BCD)	T417600	T118900

- Reservations can also be made by contacting the Avis/Budget toll-free number; renters should be prepared to provide the AWD or BCD shown above when making a reservation:
 - **STATE OF FLORIDA RESERVATION DESK:** 800-338-8211
- Renters are strongly encouraged to cancel reservations as soon as it is determined that the reservation is no longer needed. Avis/Budget will hold reservations for three hours after the reservation time; after three hours, renters are considered a no-show.
- If a vehicle is reserved in advance and the reserved car class is not available, Avis/Budget will provide an upgrade at no additional charge. If a vehicle is not reserved in advance and the desired car class is not available, the renter will be charged for the actual car class rented.

Taxes, Surcharges, and Airport Fees

- In accordance with subsection 212.08(6), F.S., only in-state business use rentals that are billed directly to the customer by use of a purchasing card (PCard), 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.
- All business and leisure use out-of-state rentals (i.e. rentals that begin outside of Florida) will be charged all taxes and fees assessed based on the rental location, including [select out-of-state city surcharges](#) specified in the contract, if applicable.
- All leisure use in-state and out-of-state rentals are subject to all taxes, fees, and surcharges, including [select out-of-state city surcharges](#) specified in the contract, if applicable.
- All business and leisure use rentals that begin at an airport will be subject to the fees mandated by the airport authority.

Toll Charges

- Renters should plan ahead if they anticipate incurring toll charges during their travel.
- Renters are strongly encouraged to use a SunPass transponder. Renters must add the rental vehicle's license plate number to the SunPass account at time of pick-up **and** remove the license plate number from the account when the vehicle is returned.
- If the renter does not have a SunPass transponder, and the renter travels through a toll plaza without paying cash, the renter will automatically be charged for using the Avis/Budget e-Toll

service. The renter will be charged the actual cost for all tolls **plus** an e-Toll convenience fee of \$3.95 for each day a toll is incurred. The convenience fee will not exceed \$19.75 for the entire rental period. Toll charges and convenience fees will be charged to the method of payment for the associated rental within two to eight weeks after the vehicle is returned.

Vehicle Pick-Up

- At the time of pick-up, renters must present:
 - A valid driver's license.
 - A major credit card (unless Electronic or Central Billing is used).
 - Use of debit cards for rentals may be restricted; please refer to the email confirmation received at the time of the reservation, or inquire when making a telephone reservation, regarding the debit card policy for the selected location.
 - An employee identification badge (unless Electronic or Central Billing is used).
 - The renter must be employed by a state agency or eligible user (e.g. a Florida city or county, state college or university, etc.).
 - Written authorization is required for non-employees and contractors traveling on behalf of a customer; written authorization must be on the customer's letterhead and include the renter's name, rental dates, and reservation number.
Please note that non-employees and contractors are not permitted to use this contract for leisure use rentals.
- Business and personal associates of the renter are automatically included as additional drivers at no additional charge and do not have to be present at the time of pick-up; however, personal associates cannot be the renter. Additional drivers other than business and personal associates can be added to the rental for an additional charge and must be present at the time of pick-up; these additional drivers must present a valid driver's license and a major credit card.
- Business use renters must not accept any optional coverages; these coverages are included in the contracted rate for business use rentals. Leisure use renters may accept optional coverages if desired; these coverages are not included in the contracted rate for leisure use rentals.
- Renters must not accept the Fuel Service Option; the contract includes a [refueling charge](#).
- Renters must make arrangements with Avis/Budget at the time of pick-up if more than one method of payment will be used for the rental (e.g. personal payment to upgrade to a larger car class at the renter's expense, combination business/leisure use rental, etc.).
- At the time of pick-up, the rental vehicle should:
 - Be in excellent or very good condition with no body damage or mechanical problems.
 - Have tires that appear to be properly inflated and are not excessively worn.
 - Have a full tank of gas (unless the renter agrees to accept less than a full tank and the fuel level at the time of pick-up is clearly indicated on the rental agreement).
 - Have fewer than 35,000 miles on the odometer (unless the rental location has no vehicles with fewer than 35,000 miles and the renter agrees to accept a vehicle with more than 35,000 miles).
 - Not display any warning lights or indicators.
 - Be free of residual odors, smoke, or cigarette smell.
- Renters should not plan on leaving a personal vehicle at a non-airport location during the rental; renters are responsible for any parking fees at airport locations.

Breakdowns, Emergencies, and Accidents

- In the event of a vehicle breakdown, a situation in which the renter believes the vehicle is unsafe, or other vehicle emergency, Avis/Budget shall remedy the situation within two (2) hours of being notified by the renter (e.g. fix the flat tire, jump start the vehicle, refill the vehicle with gas, unlock the vehicle) or replace the vehicle; replacement vehicles shall be the same or greater class and shall be provided at no additional charge. Notification is defined as first contact with an Avis/Budget employee or designated roadside assistance service provider; renters are strongly encouraged to contact the designated roadside assistance service provider:
 - **AVIS/BUDGET ROADSIDE ASSISTANCE:** 800-354-2847
- 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. Avis/Budget is responsible for all costs associated with roadside assistance; however, the renter will be responsible for the cost of gas (if they run out of gas) or key replacement (if they lose the key to the vehicle).
- 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 the event of an accident, business use renters (or leisure use renters who accepted optional coverages) should provide responding law enforcement with the Avis/Budget self-insurance certificate located in the glovebox. Renters should contact the designated roadside assistance service provider if the vehicle is undriveable after the accident. Additionally, renters must notify Avis/Budget as soon as possible of any accident involving the rental vehicle and must provide information concerning the accident as requested by Avis/Budget. Renters must reasonably cooperate with Avis/Budget in the investigation of accident claims and demands and in the recovery of damages from liable third persons.

Vehicle Return

- Vehicles should be returned at the date, time, and rental location specified on the rental agreement provided at the time of pick-up.
- Vehicles may be returned by a business or personal associate of the renter.
- If the renter returns the vehicle 59 minutes late or less, no additional charge shall be assessed. If the renter returns the vehicle more than 59 minutes late, the **Additional Hours Rate** shown on the [price sheet](#) will be assessed for each hour. If the accumulated **Additional Hours Rate** exceeds the **Daily Rate**, Avis/Budget will bill for an additional day at the **Daily Rate**.
- At the time of return, the vehicle should:
 - Have a full tank of gas (or the same amount of gas that was in the vehicle at the time of pick-up, if the renter agreed to accept less than a full tank).
 - Be clean and free of personal items; if the vehicle is excessively dirty (including animal fur), Avis/Budget may assess a fee up to \$200 to clean the vehicle.
 - Be free of residual odors, smoke, or cigarette smell; if the renter smokes in the vehicle, Avis/Budget may assess a fee up to \$200 to de-smoke the vehicle.
- At the time of return, renters must:
 - Ensure that the receipt reflects the contracted rates as shown on the [price sheet](#).

- Ensure that the receipt reflects the correct taxes, surcharges, and/or airport fees; if taxes are included on a tax-exempt rental, renters should request a corrected receipt.
- Ensure the receipt reflects a zero-dollar balance.
- Ensure that, if the vehicle is returned with less fuel than provided at the time of pick-up, the receipt reflects the correct refueling charge. 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 total refueling charge, the number of gallons, and the [current per-gallon rate](#) must be reflected on the receipt.
- Ensure that, if the vehicle is returned with more fuel than provided at the time of pick-up, Avis/Budget provides credit on the receipt for the difference. The credit will be calculated using the [current per-gallon rate](#).

Frequently Asked Questions

- Can I purchase from a vendor outside of this contract if they offer better pricing?
 - In accordance with section 287.056, Florida Statutes, state agencies are required to purchase commodities and contractual services from state term contracts procured by the Department of Management Services.
- What should I do if I have an issue with the contractor?
 - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpage to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.
- What should I do if my reserved vehicle is not available at the time of pick-up?
 - If a vehicle is reserved in advance and the reserved car class is not available at the time of pick-up, Avis/Budget will provide an upgrade at no additional charge. If a vehicle is reserved in advance and no vehicle is available at the time of pick-up, please contact **Cyd Metcalfe**, Contract Administrator, at 850-414-6741.
- What can I do to ensure a quick pick-up experience?
 - For Avis rentals, renters are strongly encouraged to sign up for the free [Avis Preferred program](#) and download the free [Avis mobile app](#) prior to pick-up. For Budget rentals, renters are strongly encouraged to sign up for the free [Budget Fastbreak program](#) and download the free [Budget mobile app](#) prior to pick-up.
 - Renters should be prepared to present a valid driver's license, major credit card, and employee identification badge at the time of pick-up; for additional information and exceptions, please refer to the [Vehicle Pick-Up section](#) of this document.
- Can I pick up and return a vehicle that is rented by another person?
 - For business use rentals, designated personnel employed by the customer may pick up and return a vehicle rented by another person; at the time of pickup, the renter must provide written authorization on the customer's letterhead allowing the designated personnel to pick up and return a rental vehicle on behalf of the renter. The designated personnel must provide a valid driver's license and employee identification badge.
 - For leisure use rentals, the renter must be present to pick up the vehicle; a personal associate of the renter may return the vehicle.

Contact Information

- If you have any questions or require assistance specific to this contract, please contact **Cyd Metcalfe**, Contract Administrator, at cynthia.metcalfe@dms.fl.gov or 850-414-6741.
- If you have any questions or require assistance with receipt corrections, vehicle availability, or Electronic or Central Billing, please contact **Raylene Clegg**, Avis/Budget Account Services Representative, at floridahelp@avisbudget.com or 800-525-7521; please copy the Contract Administrator on all communications with the Avis/Budget Account Services Representative.

Avis/Budget is committed to employee and customer safety.



Disinfectant Cleaning

- Vehicle disinfectant cleaning is performed after other standard vehicle cleaning.
- Vehicle disinfectant cleaning focuses on high-touch points.
- Recommend using a fresh, clean wiping cloth or paper towels for each vehicle. After each vehicle cleaning, dispose of or launder wiping cloth.

Vehicle Disinfectant Cleaning Program

WHAT TOOLS DO YOU NEED?



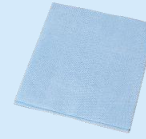
Disinfectant
Concentrate



Hand Pump



Properly labeled spray
bottle with disinfectant
solution.



Microfiber
Cloth/Paper
Towel



Product Preparation

- Remove cap from bottle of disinfectant concentrate
- Insert hand pump into bottle of disinfectant concentrate and thread on tightly
- Use a properly labeled spray bottle
- Dispense one pump (1 oz) of disinfectant concentrate into spray bottle
- Fill bottle with water
- Insert trigger sprayer into spray bottle and thread on tightly



**Peroxide Multi Surface
Cleaner and Disinfectant**

Vehicle Disinfectant Cleaning Program

HIGH-TOUCH POINTS ARE IN TWO GROUPS –

- NON-ELECTRONIC SURFACES
- ELECTRONIC SURFACES

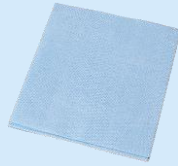


NON-ELECTRONIC SURFACES		ELECTRONIC SURFACES
Door Handles and Frame	Gear Shift	Key fobs
Trunk Entry	Dashboard Surfaces	Ignition (Push Button/Key)
Fuel Access Door and Gas Cap	Storage Compartments	Dashboard controls
Seat Belt Connectors	Non-Fabric Seats and Armrests	Touchscreens
Seat Adjustment Levers	Glass and Mirrors	Steering Wheel/Horn*
		Rearview Mirror*

*If Steering Wheel/Horn, or Rearview Mirror are non-electronic, clean as a Non-Electronic Surface

Vehicle Disinfectant Cleaning Program

WHAT TOOLS DO YOU NEED?



Microfiber
Cloth/Paper
Towel

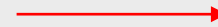
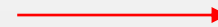


Properly labeled spray bottle
with disinfectant solution.



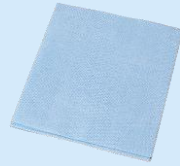
Product use

- **Non-Electronic Surfaces:**
Spray solution directly on the surface and allow 45 seconds of wet contact time, wipe with cloth
- **Electronic Surfaces:**
Avoid over-wetting electronic surfaces. Spray onto wiping cloth first then wipe surface clean



Vehicle Disinfectant Cleaning Program

WHAT TOOLS DO YOU NEED?



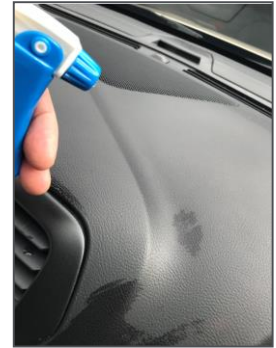
Microfiber
Cloth/Paper
Towel



Properly labeled spray bottle
with disinfectant.

PRODUCT USE

- Spray solution onto surface
- Allow to remain wet for 45 seconds
- Wipe surface clean



Non-Electronic Surfaces



Door Handles & Frame



Trunk Entry



Fuel Access Door and
Gas Cap



Seatbelt Connectors and Seat Adjustment Levers



Gear Shift



Dashboard Surfaces and Storage Compartments



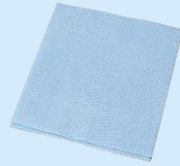
Non-fabric Seats &
Armrests



Glass and Mirrors

Vehicle Disinfectant Cleaning Program

WHAT TOOLS DO YOU NEED?



Microfiber
Cloth/Paper
Towel



Properly labeled spray bottle
with disinfectant solution.

PRODUCT USE

- Do not spray directly onto electronic surfaces
- Spray solution onto wiping towel
- Wipe surface clean



Electronic Surfaces



Key Fobs



Ignition (Push Button/Key)



Dashboard Controls



Touchscreens



Steering Wheel/Horn*



Rearview Mirror*

*If Steering Wheel/Horn, or Rearview Mirror is non-electronic, clean as a Non-Electronic Surface

ACCIDENT/INCIDENT REPORT (TO BE COMPLETED BY CUSTOMER)

ACCIDENT CLAIM NO.

CUSTOMER	FULL NAME FIRST INT. LAST				DATE OF REPORT / /		WEATHER CONDITION					
	ADDRESS				DATE OF INCIDENT / /		TIME OF INCIDENT <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.					
	CITY STATE ZIP		AREA CODE TELEPHONE NO. ()		AWD BCD		LOCATION OF INCIDENT					
	EMAIL ADDRESS											
VEHICLE RENTAL	VEHICLE NUMBER		LICENSE PLATE NO.		STATE		CITY STATE ZIP CODE					
	VEHICLE YR., MAKE/MODEL		ODOMETER READING AT TIME / ACCIDENT				POLICE PRCT./DEPT. REPORTED TO/ACC # CITY STATE					
	NAME OF PERSON OPERATING VEHICLE				DATE OF BIRTH		AREA CODE-TELEPHONE NO. ()					
	ADDRESS				CITY / STATE / ZIP CODE							
	OPERATOR'S LICENSE NO.											
	EMPLOYER (COMPANY NAME)				AREA CODE-TELEPHONE NO. ()							
	ADDRESS OF EMPLOYER				CITY / STATE / ZIP CODE							
	VEHICLE USE <input type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS		CREDIT CARD DAMAGE COVERAGE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, RENTER MUST REPORT TO CREDIT CARD COMPANY		DESCRIPTION & ESTIMATE OF DAMAGE					
	OPERATOR'S INSURANCE COMPANY: NAME ADDRESS						VEHICLE TOWED? / BY WHOM?					
							TOW CO. PHONE NO. POLICY / CLAIM NUMBER					
OTHER PROPERTY OR DAMAGE	NAME OF OWNER		ADDRESS		CITY / STATE / ZIP CODE		AREA CODE-TELEPHONE NO. ()					
	OPERATOR'S NAME (If different from above)		ADDRESS		CITY / STATE / ZIP CODE		AREA CODE-TELEPHONE NO. ()					
	OPERATOR'S LICENSE NO.		INSURANCE CO. NAME / ADDRESS				POLICY NO.					
	YEAR / MAKE / MODEL		DESCRIPTION OF PROPERTY DAMAGE		WAS CAR DRIVABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO		LICENSE PLATE NO. STATE					
PERSONS INJURED	NAME		ADDRESS STREET, CITY, STATE, ZIP CODE		PHONE		NATURE OF INJURY		AGE		Indicate By / If Injured Was Veh. Occupant Renter Other PEDESTRIAN	
WITNESSES	NAME		ADDRESS STREET, CITY, STATE, ZIP CODE		AREA CODE & TELEPHONE NO.							
ACCIDENT OR INCIDENT DESCRIPTION ONLY	PLEASE COMPLETE OR ATTACH SEPARATE DIAGRAM				DESCRIBE HOW THE ACCIDENT HAPPENED INCLUDING DIRECTION OF TRAVEL AND TRAFFIC CONTROLS							
	<p>Indicate location of vehicles when accident/incident occurred. Identify rental vehicle with an "A."</p>											
								RELATIONSHIP TO RENTER				
								SIGNATURE OF EMPLOYEE REVIEWING REPORT.				

NOTE: IF ADDITIONAL SPACE IS REQUIRED TO COMPLETE THIS REPORT USE SEPARATE SHEET OF PAPER AND ATTACH.



REFERENCE GUIDE FOR **STATE EXPENDITURES**



DIVISION OF ACCOUNTING AND AUDITING
BUREAU OF AUDITING



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STATE EXPENDITURES

INTRODUCTION

AUTHORITY

Article IV, Section 4(c), of the Constitution of the State of Florida states, “The Chief Financial Officer shall serve as the Chief Fiscal Officer of the State, and shall settle and approve accounts against the State.”

The powers and duties of the Chief Financial Officer (CFO) are set forth in Chapter 17, Florida Statutes (F.S.). Section 17.03(1), F.S., requires that the CFO of this State, using generally accepted auditing procedures for testing or sampling shall examine, audit, and settle all accounts, claims, and demands against the State.

Section 17.29, F.S., gives the CFO the authority to prescribe rules he or she considers necessary to fulfill his or her constitutional and statutory duties, which include but are not limited to, procedures or policies related to the processing of payments from any applicable appropriation.

OVERVIEW

MISSION OF THE BUREAU OF AUDITING

The mission of the Bureau within the Department of Financial Services (DFS) is to provide reasonable assurance to the taxpayers of Florida that funds disbursed from the State Treasury are valid obligations of the State and are in general compliance with applicable laws and rules.

PURPOSE

The purpose of this manual is to provide state agencies guidance regarding the requirements applicable to the disbursement of funds from the State Treasury, regardless of the payment methods (warrant, EFT, P-card). This reference guide does not cover all possible situations; some will need to be addressed on a case-by-case basis through consultation with the Bureau of Auditing.

DEFINITIONS



Account Holder - an employee filling an FTE or OPS position within a state agency for whom an account is established by the Card Provider upon request by the Scoped Administrator through WORKS. An Account Holder is designated and authorized by the state agency to be the sole user of an assigned Purchasing Card to make purchases within preset limits, on behalf of the state agency; appointed officers and others not on an entity's payroll, are non-employees, and not considered an Account Holder.

Accountable Plan - an arrangement that reimburses an employee for business expenses.

Actual Point of Origin - the geographic location where the travel begins.

Agency Head - with respect to an agency headed by a collegial body, the executive director or chief administrative officer of the agency.

Agreements - for the purpose of this document, agreements include Purchase Orders, Memorandums of Understanding (MOU), Memorandums of Agreement (MOA), Contracts, Grants, etc.

Appropriation - a legal authorization to make expenditures for specific purposes within the amounts authorized in the appropriations act.

Approved Operating Budget or Approved Budget - the plan of operations consisting of the original approved operating budget and statement of intent.

Artist - an individual or group of individuals who profess and practice a demonstrated creative talent and skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording, or in any other related field.

Authorized Person (Section 112.061 Travel):

- 1) A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.
- 2) A person who is called upon by an agency to contribute time and services as consultant or adviser.
- 3) A person who is a candidate for an executive or professional position

Best Value - the highest overall value to the State based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

Bureau - the Bureau of Auditing within the Department of Financial Services (DFS).

Carry forwards - the undisbursed release balance of any authorized appropriation, except an appropriation for fixed capital outlay, for any given fiscal year remaining on June 30 of the fiscal year shall be carried forward in an amount equal to the incurred obligations. Any such incurred obligations remaining undisbursed on September 30 shall revert to the fund from which appropriated and shall be available for re-appropriation by the Legislature.

Commodity - any of the various supplies, materials, goods, merchandise, food, equipment and other personal property, including a mobile home, trailer or other portable structure with floor space of less than 5,000 square feet, purchased, leased or otherwise contracted for by the State and its agencies. "Commodity" also includes interest on deferred-payment commodity contracts approved pursuant to s. 287.063, F.S., entered into by an agency for the purchase of other commodities. However, commodities purchased for resale are excluded from this definition. Further, a prescribed drug, medical supply or device required by a licensed health care provider as a part of providing health services involving examination, diagnosis, treatment, prevention, medical consultation or administration for clients at the time the service is provided is not considered to be a "commodity." Printing of publications shall be considered a commodity if procured pursuant to s. 283.33, F.S., whether purchased for resale or not.

Common Carrier - train, bus, commercial airline operating scheduled flights or rental car of an established rental car firm.

Compensation - the total amount paid for professional services.

Competitive Sealed Bids, Competitive Sealed Proposals, or Competitive Sealed Replies - the process of receiving two or more sealed bids, proposals or replies submitted by responsive vendors and includes bids, proposals or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies.

Competitive Solicitation or Solicitation - an invitation to bid (ITB), a request for proposals (RFP), or an invitation to negotiate (ITN).

Chief Financial Officer or Department - the State of Florida, Department of Financial Services or its head, the Chief Financial Officer, and the terms shall have the same meaning and be used interchangeably.

Conference - the coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops, which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

Continuing Appropriation - an appropriation automatically renewed without further legislative action, period after period, until altered or revoked by the Legislature.

Contractor - a person who contracts to sell commodities or contractual services.

Contractual Service - the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to: evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification or demolition of any facility, building, portion of building, utility, park, parking lot or structure or other improvement to real property entered into pursuant to Chapter 255, F.S., and rules adopted there under.

Convention - an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel.

Cost Analysis – an agency's documented review in accordance with s. 216.3475, F.S., of a provider's detailed budget to determine that all costs are reasonable, necessary and allowable by state law. A cost analysis is to be completed for service agreements in excess of Category Two, which are awarded on a non-competitive basis.

Digital Signature – a type of electronic signature that encrypts documents with electronic codes that are difficult to duplicate the approval of payments.

Disbursement - the payment for an expenditure.

Emergency Notice - notification of less than twenty-four (24) hours prior to scheduled departure.

Emergency Situation - circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety, or welfare or of other substantial loss to the State requiring emergency action.

Exceptional Purchase - any purchase of commodities or contractual services excepted by law or rule from the requirements for competitive solicitation including, but not limited to, purchases from a single source; purchases upon receipt of less than two responsive bids, proposals, or replies; purchases made by an agency, after receiving approval from the department, from a contract procured, pursuant to s. 287.057(1), (2), or (3), F.S., by another agency; and purchases made without advertisement in the manner required by s. 287.042(3)(b), F.S.

Expenditure - the creation or incurring of a legal obligation to disburse money.

Expense - the appropriation category used to fund the usual, ordinary, and incidental expenditures by an agency or the judicial branch, including such items as commodities, supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies may be included in this category.

Extension - an increase in the time allowed for a contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

FACTS Contract Summary Form – A DFS Summary of Contractual Services Agreement/ Purchase Order Form that is used to summarize the terms and conditions of a contract, grant agreement or purchase order.

Florida Accountability Contract Tracking System (FACTS) – Section 215.985, Florida Statutes requires the Department of Financial Services to provide the capability for State Agencies to report their contracts to the public in one central location. FACTS is the application that provides this function.

Firm - any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or surveying and mapping in the State.

Fixed Capital Outlay (FCO) - an appropriation category for the purchase of real property (land, buildings, including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use and including furniture and equipment necessary to furnish and operate a new or improved facility, when appropriated by the Legislature in the fixed capital outlay appropriation category.

Foreign Travel - travel outside the United States.

Invitation to Bid (ITB) - a written solicitation for competitive sealed bids. The ITB is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

Invitation to Negotiate (ITN) - a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual service. The ITN is used when the agency determines that negotiations may be necessary for the State to receive the best value. A written solicitation includes a solicitation that is electronically posted.

Invoice - a written document submitted to a purchaser showing the quantity, price, terms, nature of delivery and other particulars of goods or services sold or services rendered.

Legislative Budget Request (LBR) - a request to the Legislature, filed pursuant to s. 216.023, F.S., or supplemental detailed requests filed with the Legislature, for the amounts of money such agency or branch believes will be needed in the performance of the functions that it is authorized, or which it is requesting authorization by law, to perform.

Meal Allowance - the amount authorized by s. 112.061 (6)(b), F.S., for each meal during the travel period.

Merchant - a vendor who accepts the State of Florida Purchasing Card.

Most Economical Class of Transportation - the class having the lowest fare available.

Most Economical Method of Travel - the mode of transportation (state-owned vehicle, privately-owned vehicle, common carrier, etc.) designated by an agency head in accordance with criteria prescribed by s. 112.061 (7), F.S.

My Florida Market Place (MFMP) - the State of Florida's centralized electronic procurement system which interchanges payment data with FLAIR daily.

Non-Business Day - for a public officer or employee, a weekend or an authorized state holiday; for an authorized person, it means a day on which such person was not scheduled to be performing service or contributing time to an agency.

Officer or Public Officer - an individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people or commissioned by the Governor and has jurisdiction extending throughout the State, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

Official Headquarters - the geographic location specified by s. 112.061 (4), F.S.

Operating Capital Outlay (OCO) - an appropriation category for the purchase of equipment, fixtures and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one (1) year or more, and hardback bound books that are circulated to students or the public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.

Pay and Charge - a transaction which is vouchered in favor of a vendor for payment and in FLAIR lists the individual(s) to whom the expenses are being attributed as a sub-vendor.

Per Diem Rate - the amount authorized by s. 112.061 (6)(a), F.S.

Personal Time - the time outside the regular work hours of a business day, a non-business day or a day for which the officer or employee had prior approval for a leave of absence.

Person with Disabilities - any person diagnosed as having a physical disability, including but not limited to blindness, or the loss of one or more life functions leaving that person mobility impaired (or sensory impaired) requiring the use of trained animal companions or prosthetic equipment including, but not limited to, crutches, walkers, canes, or wheelchairs.

Perquisites - those things, or the use thereof, or services that confer on the officers or employees receiving them a benefit that is in the nature of additional compensation, or that reduce to some extent the normal personal expenses of the officer or employee receiving the same. The term includes, but is not limited to, such things as quarters, subsistence, utilities, laundry services, medical service, and the use of state-owned vehicles for other than state purposes.

Point of Origin - the geographic location of a traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination. (Refer to Attorney General Opinion 75 275)

Professional Services - pursuant to s. 287.055, F.S., those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Purchasing Card (PCard) - restricted use, non-revolving credit card that is issued to an Account Holder by the Contractor, is controlled by the Card Account created by the Scoped Administrator and which creates a liability against an Agency's Corporate Account.

Purchasing Card Charge - a purchase, credit, accounting correction, or other activity associated with any Card Account which creates a liability against an Agency's Corporate Account.

Renewal - contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

Request for Information (RFI) - a written request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the agency to form a bidding contract.

Request for Proposals (RFP) - a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the agency to specifically define the scope of work for which the commodity, group of commodities or contractual service is required and when the agency is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted.

Responsible Vendor - a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance.

Responsive Bid, Responsive Proposal or Responsive Reply - a bid, or proposal or reply submitted by a responsive and responsible vendor, which conforms in all material respects to the solicitation.

Responsive Vendor - a vendor that has submitted a bid, proposal or reply that conforms in all material respects to the solicitation.

State Term Contract - a term contract that is negotiated and executed by the Department of Management Services and that is used by agencies and eligible users pursuant to s. 287.056, F.S.

Term Contract - an indefinite quantity contract to furnish commodities or contractual services during a defined period.

Travel Day - a period of 24 hours consisting of four quarters of 6 hours each.

Travel Period - a period of time between the time of departure and time of return.

Voucher - a standard Florida Accounting Information Resource (FLAIR) voucher schedule as prescribed by the Chief Financial Officer, complete with invoices and such other supporting documentation necessary to authenticate the recording of a transaction into the accounting records of an agency which will also serve as an official request by an agency to the Bureau of Auditing for a payment in satisfaction of an obligation incurred by an agency.

WORKS – an internet based application hosted and maintained by Bank of America (the State of Florida purchasing card provider). The application will be used by State agencies to administer card maintenance and transaction approval with daily file interchanges to FLAIR.



ADVANCE PAYMENTS

ADVANCES PURSUANT TO SECTION 215.422(15), F.S.

Advance payments may be made under s. 215.422(15), F.S., and Rule 69I-40.120(3), F.A.C., in accordance with the following:

- 1) Advance payment may be made for **maintenance agreements, software license agreements, and subscriptions** that meet one of the following criteria:
 - Advance payment will result in a savings to the State that is equal to or greater than the amount the State would earn by investing the funds and paying in arrears.
 - The goods or services are essential to the operation of a state agency and are available only if advance payment is made.

Prior approval of the Bureau of Auditing is not required for advance payments made for maintenance agreements, software license agreements, and subscriptions that are equal to or less than the threshold of Category Two as defined in s. 287.017, F.S., and meets one of the above criteria. The payment request must document that the payment meets one of the above criteria.

Prior approval of the Bureau of Auditing is required for advance payments made for **maintenance agreements, software license agreements, and subscriptions** that exceed the threshold of Category Two as defined by s. 287.017, F.S.

Requests for advance payment approval must include information indicating that the payment meets one of the above criteria and that the agency has complied with applicable procurement requirements.



- 2) Advance payment may be made for **all other goods and services if approved in advance by the Bureau of Auditing.** Criteria for approval includes:

Advance payment will result in a savings to the State that is equal to or greater than the amount the State would earn by investing the funds and paying in arrears.

OR

The goods or services are essential to the operation of a state agency and are available only if advance payment is made.

Requests for advance payment approval must include information indicating that the payment meets one of the above criteria and that the agency has complied with applicable procurement requirements.



Purchasing Card Transactions – Advances

Purchasing cards **may be** used for advance payments in accordance with the above criteria.

ADVANCES PURSUANT TO SECTION 216.181(16), F.S.

Section 216.181(16), F.S., provides for advances for program startup or advances for contracted services to governmental entities and not-for-profit organizations. The amount that may be advanced shall not exceed the expected cash needs of the contractor or recipient within the initial three months. Thereafter, disbursements shall only be on a reimbursement basis. Advance payments may be made for cost-reimbursement and fixed-price contracts.

Agencies specifically authorized by the General Appropriations Act to make advance payments and wishing to advance beyond the initial three months expected cash needs must request a waiver from the Bureau of Auditing. The request for waiver must include:

- 1) The appropriation line item number.
- 2) Justification for advancing funds beyond the three months' expected cash needs.

The waiver request should be sent to Bureau of Auditing, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0355 for approval prior to submitting for payment. The waiver request will then be forwarded to the appropriations committees of both houses of the Legislature for consultation and comments. The Legislature has fourteen days to respond to the request. The agency will be notified in writing of the approval or disapproval of the request. If approved, a copy of the approval must be submitted with the payment request.

Purchasing Card Transactions – Advances

Purchasing cards may not be used to make advance payments allowed under s. 216.181(16) (b), F.S.



AGREEMENTS



AMENDMENTS

Agreements (Purchase Order, two-party written agreement) may be amended by executing a written amendment issued prior to the expiration of the agreement. Amendments are effective on the date of execution.

Pursuant to s. 215.425, F.S., additional compensation is prohibited after the services are rendered or the contract is made. If the total amount of a fixed unit rate agreement is being increased and the unit rate remains the same, then it can be assumed that the provider will be performing additional units of service. All other agreements must clearly show the additional services that will be provided. **The method of procurement for additional services in excess of Category Two must be documented and provided to the Bureau upon request.**

RENEWALS

Renewals must be executed prior to the expiration date of the agreement, and must have all the same terms and conditions of the original agreement. Renewals are contingent on **satisfactory performance evaluation** and may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer.

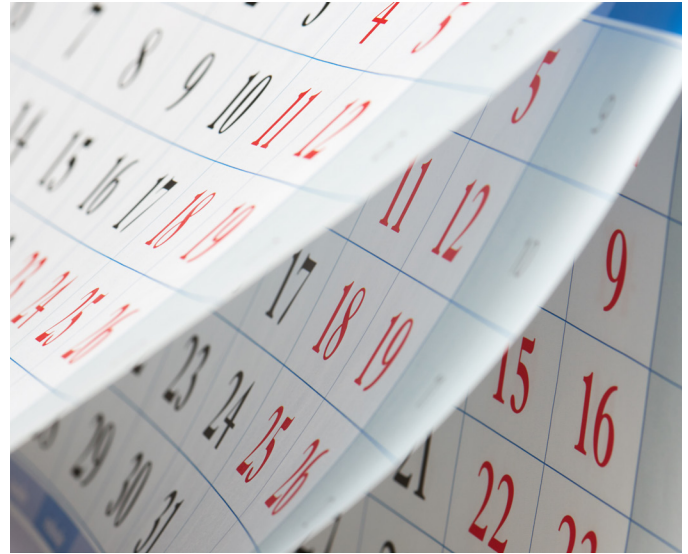
If the goods or services are purchased as a result of a competitive solicitation, the renewal price must be specified in the bid, proposal or reply.



Note: Agreements procured as an emergency or single source may not be renewed.

EXTENSIONS

Extensions can be for up to six months with all the same terms and conditions of the original agreement. The extension must be signed prior to the expiration date of the agreement. There can be only one extension of an agreement unless the failure to meet the terms of the agreement is due to events beyond the control of the provider of the goods or services.



AGREEMENTS FOR SERVICES

Agreements for services are used to purchase time and effort rather than commodities. These agreements may be in the form of: Purchase orders, Memorandums of Understanding (MOU), Memorandums of Agreement (MOA), Contracts, Grants, etc.

- Contractual service agreements are between the State and a **vendor**. For more information, see “Agreements for Services – Vendor.”
- Grant agreements are between the State and a **recipient or sub-recipient** and are funded with an award of Federal or State Financial Assistance. For more information, see “Agreements for Services - Recipient/Sub-recipient.”
 - » When Federal Financial Assistance is involved, State agencies use the criteria established in the Code of Federal Regulations Title 2, Part 200 to determine whether the agreement is with a vendor or a sub-recipient.
 - » When State Financial Assistance is involved, State agencies use the Florida Single Audit Checklist for Non-State Organizations - Recipient/Sub-recipient vs. Vendor Determination form to determine whether the agreement is with a vendor or recipient. The checklist is available at <https://apps.fldfs.com/fsaa/links.aspx>.

AGREEMENTS FOR SERVICES – FEDERAL AND STATE FINANCIAL ASSISTANCE RECIPIENT/SUB-RECIPIENT

Recipient/Sub-recipient agreements must contain the following:

Scope of Work - A scope of work that clearly establishes the tasks that the recipient or sub-recipient is required to perform.

Deliverables - Specific quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.



NOT ALWAYS A DELIVERABLE

Status or Progress Reports are sometimes confused with deliverables. Reports alone may not necessarily be a deliverable, but the means of attesting to the minimal level of service provided during the reporting period (payment period). On the contrary, a report could be a deliverable. For example, reports that provide conclusions on research, engineering, auditing, or consulting could be a deliverable.

Documentation Requirements - the documentation required to evidence the completion of all required tasks specified in the agreement.

Financial Consequences – Financial consequences that apply if the recipient or sub-recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited.

Allowable Costs – funds may only be expended by the recipient or sub-recipient for allowable costs resulting from obligations incurred during the specified agreement period.

Unobligated funds – the balance of any unobligated funds which have been advanced or paid by the State Agency that must be refunded.

Excess Funds – the balance of any excess funds where the recipient or sub-recipient was not entitled to that must be refunded to the State Agency.

ADDITIONAL PROVISIONS

As s. 216.311, F.S., provides that an agency may not enter into an agreement to spend funds in excess of appropriations, the language required in s. 287.0582, F.S., must be included in agreements funded by federal and/or state financial assistance, where applicable.

The standard audit language specified in Rule 69I-5.006(3), F.A.C., must be included in the agreement. This language is available at:
<https://apps.fldfs.com/fsaa/links.aspx>.

If the recipient agreement is procured under s. 287.057, F.S., then the requirements under "Agreements for Services - Vendors" will also apply.

FEDERAL FINANCIAL ASSISTANCE

Agreements with recipients and sub recipients of Federal Financial Assistance must require:

- a. Compliance with the Code of Federal Regulations Title 2, Part 200
- b. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
- c. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
- d. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

STATE FINANCIAL ASSISTANCE

Agreements with recipients and sub recipients of state financial assistance, even if awarded on a fixed price basis, must require:

- a. Compliance with s. 215.971, F.S.
- b. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

AGREEMENTS FOR SERVICES – VENDORS

Vendor agreements in excess of Category Two must meet the requirements of s. 287.058, F.S., including but not limited to the following:

Scope of Work - A scope of work that clearly establishes the tasks that the vendor is required to perform.

Deliverables - Specific quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.



NOT ALWAYS A DELIVERABLE

Progress and Status reports are sometimes confused as being deliverables. Reports alone may not necessarily be a deliverable, but the means of attesting to the level of services provided during the reporting period (payment period).

In some instances, a report could be a deliverable. These would include auditing, consulting and research reports that are used to provide conclusions to interested parties.

Documentation Requirements - the documentation required to evidence the completion of all required tasks specified in the agreement.

Financial Consequences - An agreement must contain financial consequences in the event that the vendor fails to perform in accordance with the agreement.

Section 287.058 (1), F.S., authorizes the use of a purchase order for contractual services, if the provisions of paragraphs (a)-(i) are included in the purchase order or solicitation. The purchase order must include an adequate description of the services, the contract period, and the method of payment.

In lieu of printing the provisions of paragraphs (a)(c) and (g) in the contract document or purchase order, agencies may incorporate the requirements of paragraphs (a)-(c) and (g) by reference.

VENDOR AGREEMENT LESS THAN CATEGORY TWO

Contractual services agreements for Category Two or less must be evidenced by a written agreement or a purchase order. The written agreement or purchase order must contain sufficient detail for a proper audit, must be signed by purchasing or contracting personnel acting on behalf of the agency, and may contain the provisions and conditions provided in s. 287.058 (1), F.S.

ADDITIONAL REQUIREMENTS FOR AGREEMENTS CROSSING FISCAL YEARS

Provision of s. 287.0582, F.S. - Contingency Provision "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature" - This provision is required for any agreement that crosses fiscal years. If an agreement is to be paid from a continuing appropriation (such as FCO), this provision is not applicable. However, it is the agency's responsibility to identify the payment as coming from a continuing appropriation.

ADDITIONAL REQUIREMENTS FOR AGREEMENTS SIGNED AFTER START OF SERVICES

Section 287.058 (2), F.S., requires that both parties shall sign a written agreement or contract prior to the rendering of the services for contractual service agreements costing in excess of Category Two threshold except in the case of a valid emergency as certified by the agency head. The certification of an emergency must be prepared within thirty (30) days after the contractor begins rendering the service and must state the particular facts and circumstances which precluded the execution of the written agreement prior to the rendering of the service.



If the agency fails to have the contract signed by the agency head and the contractor prior to rendering the contractual service, and if an emergency does not exist, the agency head must, no later than 30 days after the contractor begins rendering the service, certify the specific conditions and circumstances to DMS as well as describe actions taken to prevent recurrence of such noncompliance.

Noncompliance with these requirements will necessitate that the agency and the contractor enter into a settlement agreement. See "Settlement of Claims against the State."

PURCHASING CARD TRANSACTIONS – SERVICES

Agencies may use the purchasing card for service direct billings that do not exceed \$75,000 in a State fiscal year. The provisions of ss. 287.057 and 287.058, F.S., must be documented in the agency's files. The purchasing card system cannot be used to sub-divide purchases to circumvent State purchasing laws.

Section 287.058(4), F.S., stipulates that procurement of contractual services of the value of the threshold amount included in s. 287.017, F.S., for Category Two or less shall be supported by a written agreement or purchase order. Signed and dated purchasing card receipts meet this requirement for purchases of contractual services for Category Two amounts or less. Purchases exceeding Category Two must be preceded by a contract document, whether by written agreement or purchase order.

AGREEMENTS— CONTRACT REVIEW PROCESS



All executed agreements must be uploaded to FACTS and are subject to review by the Bureau.

The Bureau will focus its review on the scope of work, deliverables, financial consequences, compliance with the state term contract (if applicable) and payment terms as well as the compliance requirements for state and federal financial assistance established by Chief Financial Officer Memorandum No. 1 (2019-20). The Bureau will complete the review and provide its conclusions to the submitting agency. Payments related to an agreement pending review will not be held pending completion of that review.

The Bureau will complete the review and provide its conclusions to the submitting agency through DFS's Contract Audit System (CAS). Agencies will have fourteen (14) days to provide a response to the review. DFS will review agency responses and update the review results accordingly. Failure to respond within the timeline will result in a system finalization of the review. Payments may be delayed on agreements that do not meet the statutory requirements (scope of work, deliverables, financial consequences, etc.). The Bureau may work with the agency in implementing corrective action for those agreements that are deficient.



AMERICANS WITH DISABILITIES ACT



The Americans with Disabilities Act (ADA), PL 101-336, requires that agencies, as employers, make several determinations when an applicant or employee requests "reasonable accommodation" for a disability and provide the "reasonable accommodation." The ADA provides that records related to an individual's disability must be kept confidential. In order to comply with the requirements of the ADA and still maintain some measure of accountability for State funds expended, the need

for purchasing items necessary for an agency to comply with the ADA should be documented in the following manner.

When a payment is requested pursuant to the American with Disabilities Act (ADA), the payment request shall include a signed statement from the agency head or designee certifying that:

1. An employee of the agency, an applicant for a position or other covered person has requested a "reasonable accommodation" pursuant to ADA to assist him/her in performing his/her duties, applying for a position or other covered activity.
2. The agency has determined that the individual is a "qualified individual with a disability" as defined in the ADA.
3. The agency has determined that the purchase of the item in question is a "reasonable accommodation" pursuant to ADA for that employee, applicant or person.
4. The agency will maintain all records related to this purchase for seven years and make those records available for review to those persons authorized to review such records.

The ADA provides that records related to an individual's disability must be kept confidential; therefore, payment information related to providing a "reasonable accommodation" shall contain a file number or other code by which the voucher can be readily traced to the confidential records maintained by the agency.

ARTWORK IN STATE BUILDINGS



Section 255.043, F.S., allows for the purchase of artwork for state buildings when included in the appropriation for the original construction of such building in an amount of 0.5 percent of the total appropriations, not to exceed \$100,000. Evidence of notification by the agencies receiving original appropriations for construction to the Florida Arts Council must be included with invoices submitted for payment pursuant to this section.



ASSIGNMENT OF PAYMENTS



Pursuant to s. 215.965, F.S., payments due to vendors or employees cannot be assigned by changing the payee's name from ultimate beneficiary to an assignee. However, subject to approval of each individual agency, state warrants may be issued in favor of an employee or a vendor and be delivered to the assignee. Authorization from the payee and agency should be on file prior to payment.

For the majority of vendor contracts the ultimate beneficiary is the vendor supplying the service, but on some contracts, the ultimate beneficiary may be a third party that the vendor owes a legal monetary obligation. In these situations, the contract may be amended to correctly state the party who is the ultimate beneficiary of state funds and the party who will be supplying the services to the State. These cases must be analyzed on a case-by-case basis. Such a contract would have all parties in agreement, especially between the vendor and the third party. The liability of the State should be addressed in the contract by the vendor supplying the service and the ultimate beneficiary. Nevertheless, the best way to handle these situations will be to have the vendor and the third party settle their financial matters between themselves and the State pay the vendor supplying the service.



AWARDS



Awards

Awards When requesting payment for individual awards, each voucher for payment must identify the name(s) of each award recipient.

SATISFACTORY SERVICE AWARDS

Pursuant to s. 110.1245, F.S., each department head is authorized to incur expenditures for giving awards in the following situations:

1. Retiring state employees whose service has been satisfactory may be awarded suitable framed certificates, pins and other tokens of appreciation and recognition. Awards may not exceed \$100 each, plus applicable taxes and shipping/handling.
2. Each department head is authorized to incur expenditures to award suitable framed certificates, pins, or other tokens of recognition to state employees who demonstrate satisfactory service in the agency or to the State, in appreciation and recognition of such service. Such awards may not cost in excess of \$100 each, plus applicable taxes and shipping/handling.
3. Any appointed member of a state board or commission, whose service to the State has been satisfactory, upon the expiration of the board or commission member's final term in the position may be awarded suitable framed certificates, plaques or other tokens of appreciation and recognition not to exceed \$100 each, plus applicable taxes and shipping/handling.

EMPLOYEE GATHERING FOR AWARDS PRESENTATION – STATE OWNED SPACE



While there may be benefits in bringing employees together to witness the presentation of awards, in terms of improved employee motivation and morale, such benefits are often difficult to measure. Agencies are encouraged to consider the full costs of such events against the benefits derived from such costs, and reevaluate the decision to hold such events at taxpayer expense. The cost of such a

gathering can be calculated in terms of the time involved in such an event and the salaries of the employees participating.

This includes not only the time of those actually attending the event (time spent going to the location of the event, at the event and returning to their workstations), but also the time spent by employees in arranging such events and in notifying employees of the time and location of the event. In addition to the salary (including overtime and compensatory time), there may be costs associated with travel that must be included.

RENTAL SPACE AND TRAVEL COSTS

The cost of renting space for the purpose of gathering employees together for the sole purpose of witnessing the presentation of awards or the travel costs incurred for the sole purpose of attending an awards presentation event are **not allowable state expenditures**. However, travel expenses for award winners to travel to an awards presentation event may be paid by state funds.

VOLUNTEER RECOGNITION

Pursuant to s. 110.503(5), F.S., each department or agency using the services of volunteers is authorized to incur expenditures not to exceed \$100 each, plus applicable taxes for suitable framed certificates, plaques or other tokens of recognition to honor, reward or encourage volunteers for their service.

Pursuant to s. 110.504(6), F.S., incidental recognition benefits or incidental non-monetary awards may be furnished to volunteers serving in state departments to award, recognize or encourage volunteers for their service. The awards may not cost in excess of \$100 each plus applicable tax.



BAR DUES

If specifically authorized by law, each state agency, at the discretion of the agency head, may expend funds for bar dues and for legal education courses for attorneys employed by the State as legal staff. Attorneys are defined as individuals employed by the State of Florida as a general counsel, deputy general counsel, assistant general counsel, or attorney performing work as legal staff.

Payment for bar dues is limited to The Florida Bar basic annual dues found under the membership fees section of the annual membership form. Payment will not be made for:

- Section or division dues.
- Local bar dues.
- Bar dues applicable to another state or jurisdiction unless the agency can demonstrate that the legal staff's membership is essential to the performance of his or her duties.

See “Membership” for additional information.



BUILDING LEASES — PRIVATE SECTOR

Pursuant to ss. 255.25 and 255.254, F.S., any agency requiring lease space must obtain approval from the Department of Management Services (DMS). Agreements for leases should be uploaded in FACTS.

Vouchers for the payment of building leases must include the approved lease number from DMS, if applicable. Leases may not be paid in advance; however, vouchers may be submitted for payment after the 20th of the month for which payment is required.



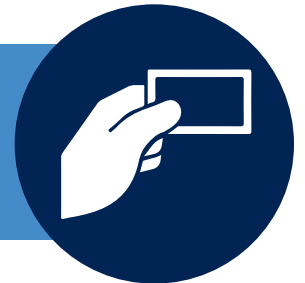


Prior to leasing buildings that require renovation at state expense, agencies should determine if it is in the best interest of the State to lease the building rather than leasing space that meets the agency's needs. Justification must be maintained by the agency and furnished to the Bureau of Auditing upon request.

PURCHASING CARD TRANSACTIONS – LEASES OF BUILDINGS

Agencies may use purchasing cards for leasing buildings in accordance with the above guidelines.

BUSINESS CARDS



State agencies should review the necessity of business cards for its employees and limit the purchase of business cards to those employees who actually need the cards to carry out their official duties and responsibilities. Gold sealed cards may be purchased for employees filling Selected Exempt, Senior Management and equivalent or higher positions. The more economical one-color cards may be purchased for other employees who need cards.



Payment request for business cards other than the most economical one-color cards must include information showing that the employee for whom the cards are being purchased is filling a Selected Exempt, Senior Management, or equivalent position.



CASH AND BUDGET RELEASE BALANCES

Sufficient cash and release balances must be available prior to posting of vouchers submitted through the Voucher Audit System. Additionally, agencies must ensure that sufficient cash and release balances are available in each appropriate account prior to submission of each payroll.



CELL PHONES AND OTHER MOBILE COMMUNICATION DEVICES

GENERAL

Charges for Universal Service Support (also known as Universal Community Charges or Federal Universal Service Fees) may be paid from state funds. These are NOT taxes, therefore the State of Florida is not exempt.

The State of Florida and its political subdivisions are exempt from federal communication tax on communications services defined as local telephone services, toll telephone services and teletypewriter exchange services. Federal communication tax included on invoices for such services should be deleted from the invoices prior to processing of payment.

CELLULAR TELEPHONES AND MOBILE COMMUNICATION DEVICES – STATE OWNED

Cellular telephones and other mobile communication devices such as tablets should only be used for conducting official state business when a conventional telephone is not readily available. State agencies should have established internal controls over the use of state-owned or leased cellular telephones and mobile devices to ensure that payments relating to the telephone or device usage serve a specific authorized public purpose. Billing options should be reviewed to determine that the most economical option is selected considering the specific usage requirements of the user.

Personal use of state-owned or leased cellular telephones and mobile devices should be discouraged. State agencies should have established policies and procedures to ensure cellular telephones and other mobile communication devices are being used for state business and not for personal use.

CELLULAR TELEPHONES OR MOBILE DEVICES – PERSONAL

Reimbursement to employees for occasional use of personal cellular telephones or mobile devices to conduct official state business will be made only when substantiated by documentation showing that the call was necessarily made for the official state business of the agency. If the business call or data usage made on the employee's personal cellular telephone or mobile device **does not** result in additional charges to the employee, reimbursement for the business call or data usage is disallowed. However, if the state business call results in additional charges, the employee may be reimbursed up to the per-minute or data usage rate charged, plus applicable taxes, for the excess minutes or data incurred as a result of usage for official state business. Employees will be required to provide a statement certifying that the calls or data usage was necessary and were for official state business. No payment will be made for any portion of the employee's personal monthly charges, taxes on the basic monthly fee, or charges related to obtaining documentation listing individual telephone calls or data usage.

If it is necessary for an employee to consistently use his or her personal cellular telephone or mobile device to conduct the duties and responsibilities of a state agency, then the agency should consider providing these devices.



PURCHASING CARD TRANSACTIONS – MOBILE DEVICES AND CELLULAR TELEPHONES

Agencies may use purchasing cards to pay the monthly usage and airtime fees for state-owned or leased cellular telephones and mobile devices.

If agencies elect to use purchasing cards to pay cellular telephone or mobile device vendors, the payments to the card provider must be paid in full. Reimbursement of personal calls or data usage should be documented with the purchasing card reconciliation report.



CLAIMS AGAINST THE STATE — LIMITATIONS

Section 95.11(2) (b), F.S., places a **five-year** limitation on legal or equitable actions on a contract, obligation or liability **founded on a written instrument**. Section 95.11(3) (k), F.S., places a **four-year** limitation on actions on a contract, obligation, or liability **not founded on a written instrument**, including an action for the sale and delivery of goods, wares, and merchandise. Any claim exceeding the time limits provided herein shall be considered past the statute of limitations for claims against the State.



Settlement Agreements

See "Settlement of Claims
Against the State" section



CONTRABAND FORFEITURE ACT

Section 932.704 (7), Florida Statutes, authorizes seizing law enforcement agencies to settle Florida Contraband Forfeiture actions prior to the conclusion of forfeiture proceedings, subject to the settlement agreement being reviewed by the court, a mediator, or arbitrator, unless such review is waived by the claimant in writing.

The following documentation must be attached to the voucher submitted for payment:

1. A copy of the fully executed settlement agreement; and
2. Copies of the following items, as appropriate:
 - a. The claimant's written waiver of settlement agreement review
 - b. Documentation evidencing the court, mediator, or arbitrator's review of the settlement agreement; and
 - c. Documentation evidencing the agreement of the claimant and seizing law enforcement agency for appointment of the mediator or arbitrator.

COST ANALYSIS

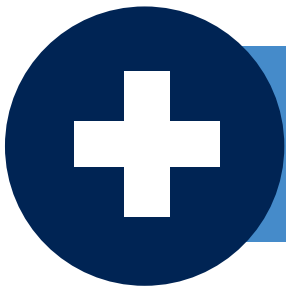


All grant agreements and vendor contracts in excess of the threshold amount of Category Two provided in s. 287.017, F.S. awarded on a non-competitive basis must comply with the requirements of s. 216.3475, F.S. Agencies are required to maintain records to support a cost analysis for these agreements. Detailed budgets are required to be submitted by the person or entity awarded a grant or contract and must be reviewed by the agency.



The agency must document its review of the individual cost elements from the submitted budget for allowability, reasonableness, and necessity. The cost analysis form to be used by the agencies is attached to CFOM No. 2, (2019-20).

If an agency desires to use an alternate form, the form must be submitted to the Bureau of Auditing for review and approval prior to its use.



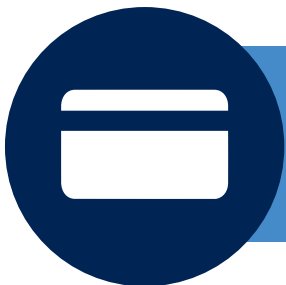
COUNTY HEALTH UNIT TRUST FUND

Pursuant to s. 154.02, F.S., monies of a county health unit trust fund may be expended by the Department of Health for the respective county health departments in accordance with budgets and plans agreed upon by the county authorities of each health unit and the Department of Health. County health units are subject to s. 287.057, F.S., for procurement requirements unless the payment information includes a written certification from the agency stating that county purchasing procedures were followed. The certification must contain a cross reference to the specific sections of the county purchasing procedures being applied.



COURT REPORTER SERVICES

Court reporting services and fees must be in compliance with the procurement requirements of ss. 287.059(14) and (15), F.S.



CREDIT CARD FEES

Annual fees may not be paid to any credit card company.



DEFERRED-PAYMENT COMMODITY CONTRACTS



These purchases must be made in accordance with s. 287.063, F.S. An agency entering into any commodity contract requiring deferred payments and payment of interest must be sent to the Bureau of Financial Reporting for prior approval and pre-audit.

Agencies seeking to finance equipment must use the “Consolidated Equipment Financing Program” (CEFP). Information on this program may be found on the DFS website, http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm. Agencies who would like an exemption from this program must have approval from the Bureau of Financial Reporting Accounting. Chapter 69I-3, F.A.C. provides guidance on the CEFP and exemptions from the program.

Examples of equipment financed through this program are computers, copiers, communication systems, laboratory equipment, medical equipment and printers.

Payments that include interest shall be object coded 610006 (interest), and 620006 (principal).

Universities can also use the CEFP. The CEFP has historically provided more favorable interest rates than what an individual agency could procure in the financial market.

DIGITAL SIGNATURES



Some agencies have automated document workflows with digital signatures that are used as authorizations. A digital signature is a type of electronic signature that encrypts documents with codes that are difficult to duplicate and therefore authenticates the individual performing the authorization as part of voucher processing, the Bureau of Auditing accepts these digital signatures on documents. It is imperative that each agency can attest to the internal controls and authentication of these signatures to ensure the validity of payment requests.



EDUCATIONAL COURSES AND OTHER TRAINING

GENERAL

Section 110.1099, F.S., provides that a state employee may receive a voucher or grant for matriculation fees to attend work-related courses at public community colleges, public career centers, or public universities. State agencies may reimburse an employee for educational courses that are designed to improve the efficiency of an employee when the courses are directly related to the employee's current job duties. All required books associated with the course may also be reimbursed from state funds. Any books purchased with state funds must become the property of the State. Cost for courses that are not in compliance with the statute will not be paid. The invoice for payment must include the improved efficiency or the benefit to the State derived from the course and the position title of the employee.



State agencies may pay for other training that is directly related to an employee's current job duties and is primarily of benefit to the State. The invoice submitted for payment must include the employee's position title and the benefits to the State. Courses designed to obtain a professional designation, a professional license, or professional certification can only be paid by a State agency when expressed statutory authority and/or appropriations exists.

COMMUNITY LEADERSHIP COURSES

Generally, Community Leadership courses do not fall within the statutory duties and responsibilities of state agencies. Therefore, a payment by a state agency for an employee to attend such a course would not be a proper expenditure of state funds.

Various chambers of commerce throughout the State offer training courses. The courses are entitled "Leadership (city or area)." The stated purpose of these courses is to improve the quality, quantity and effectiveness of leadership in the city or area by:



1. Identifying and selecting current and potential leaders from diverse backgrounds.
2. Exposing the participants to social, economic and political issues facing the city or area in order to stimulate their interest in seeking leadership positions within the community.
3. Providing the participants with factual information about the city or area.
4. Building and maintaining networks of community leaders who know and respect each other.

Agencies with specific statutory authority to provide this training to employees and wishing to send an employee to community leadership courses should request prior approval from the:

Department of Financial Services
Bureau of Auditing
200 East Gaines Street
Tallahassee, FL 32399-0355

Requests must cite the specific statutory authority for the agency to send employees to the classes or cite the specific statutory duty or responsibility, which necessitates the agency sending an employee to such a class. Any payment request that does not include prior approval may be denied.



EMPLOYEE-EMPLOYER RELATIONSHIP DETERMINATION

When entering into agreements for personal services, agencies should determine if an employer-employee relationship exists. The IRS generally provides that the relationship of employer and employee exists when the person or persons for whom the services are performed have the right to control and direct the individual who performs the services, not only as to the result to be accomplished by the work but also as to the details and means by which that result is accomplished. If it is determined that such a relationship does exist, the employee should be paid through the payroll system and not as an independent contractor. It is incumbent on each agency to evaluate the circumstances of each contractual relationship. Any penalties that may be imposed by the IRS for failure to make the proper determination of the employment relationship will be borne by the agency making the initial determination.

Circumstances of an employment relationship may be submitted to the IRS for its determination using a Form SS-8.

As an aid to assist agencies in making a determination of the employee-employer relationship, the following twenty factors have been established. These factors have been developed only as guides for determining whether an individual is an employee. Special scrutiny is required in applying the twenty factors to assure that formalistic aspects of an arrangement designed to achieve a particular status do not obscure the substance of the arrangement. The twenty factors are as follows:

1. **Instructions.** A worker who is required to comply with other persons' instructions about when, where and how he or she is to work is ordinarily an employee. This control factor is present if the person or persons for whom the services are performed have the right to require compliance with instructions.
2. **Training.** Training a worker by requiring an experienced employee to work with the worker by corresponding with the worker, by requiring the worker to attend meetings or by using other methods, indicates that the person or persons for whom the services are performed want the services performed in a particular method or manner.
3. **Integration.** Integration of the worker's services into the business operations generally shows that the worker is subject to direction and control. When the success or continuation of a business depends to an appreciable

degree upon the performance of certain services, the workers who perform those services must necessarily be subject to a certain amount of control by the owner of the business.

4. **Services Rendered Personally.** If the services must be rendered personally, presumably the person or persons for whom the services are performed are interested in the methods used to accomplish the work as well as in the results.
5. **Hiring, Supervising and Paying Assistants.** If the person or persons for whom the services are performed hire, supervise and pay assistants, that factor generally shows control over the workers on the job. However, if one worker hires, supervises, and pays the other assistants pursuant to a contract under which the worker agrees to provide materials and labor and under which the worker is responsible only for the attainment of a result, this factor indicates an independent contractor status.
6. **Continuing Relationship.** A continuing relationship between the worker and the person or persons for whom the services are performed indicates that an employer-employee relationship exists. A continuing relationship may exist where work is performed at frequently recurring although irregular intervals.
7. **Set Hours of Work.** The establishment of set hours of work by the person or persons for whom the services are performed is a factor indicating control.
8. **Full-Time Required.** If the worker must devote substantially full time to the business of the person or persons for whom the services are performed, such person or persons have control over the amount of time the worker spends working and impliedly restricts the worker from doing other gainful work. An independent contractor, on the other hand, is free to work when and for whom he or she chooses.
9. **Doing Work on Employer's Premises.** If the work is performed on the premises of the person or persons for whom the services are performed, that factor suggests control over the worker, especially if the work could be done elsewhere. Work done off the premises of the person or persons receiving the services, such as at the office of the worker, indicates some freedom from control. However, this fact by itself does not mean that the worker is not an employee. The importance of this factor depends on the nature of the service involved and the extent to which an employer generally would require that employees perform such services on the employer's premises. Control over the place of work is indicated when the person or persons for whom the services are performed have the right to compel the worker to travel a designated route, to canvass a territory within a certain time or to work at specific places as required.

10. **Order of Sequence Set.** If a worker must perform services in the order or sequence set by the person or persons for whom the services are performed, that factor shows that the worker is not free to follow the worker's own pattern of work but must follow the established routines and schedules of the person or persons for whom the services are performed. Often, because of the nature of an occupation, the person or persons for whom the services are performed do not set the order of the services or set the order infrequently. It is sufficient to show control, however, if such a person or persons retain the right to do so.
11. **Oral or Written Reports.** A requirement that the worker submit regular or written reports to the person or persons for whom the services are performed indicates a degree of control.
12. **Payment by Hour, Week, Month.** Payment by the hour, week or month generally points to an employer-employee relationship, provided that this method of payment is not just a convenient way of paying a lump sum agreed upon as the cost of a job. Payment made by the job or on a straight commission generally indicates that the worker is an independent contractor.
13. **Payment of Business and/or Traveling Expenses.** If the person or persons for whom the services are performed ordinarily pay the worker's business and/or traveling expenses, the worker is ordinarily an employee. An employer, to be able to control expenses, generally retains the right to regulate and direct the worker's business activities.
14. **Furnishing of Tools and Materials.** The fact that the person or persons for whom the services are performed furnish significant tools, materials and other equipment tends to show the existence of an employer-employee relationship.
15. **Significant Investment.** If the worker invests in facilities that are used by the worker in performing services and are not typically maintained by employees (such as the maintenance of an office rented at fair value from an unrelated party), that factor tends to indicate that the worker is an independent contractor. On the other hand, lack of investment in facilities indicates dependence on the person or persons for whom the services are performed for such facilities and, accordingly, the existence of an employer-employee relationship.
16. **Realization of Profit or Loss.** A worker who can realize a profit or suffer a loss as a result of the worker's services (in addition to the profit or loss ordinarily realized by employees) is generally an independent contractor, but the worker who cannot is an employee.

17. **Working for More Than One Firm at a Time.** If a worker performs more than the minimum service for a multiple of unrelated persons or firms at the same time, that factor generally indicates that the worker is an independent contractor.
18. **Making a Service Available to General Public.** The fact that a worker makes his or her services available to the general public on a regular and consistent basis indicates an independent contractor relationship.
19. **Right to Discharge.** The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing the right is an employer. An employer exercises control through the threat of dismissal, which causes the worker to obey the employer's instructions. An independent contractor, on the other hand, cannot be fired so long as the independent contractor produces a result that meets the contract specifications.
20. **Right to Terminate.** If the worker has the right to end his or her relationship with the person for whom the services are performed at any time he or she wishes without incurring liability, that factor indicates an employer-employee relationship.

EQUIPMENT LEASES



Equipment leases that have an annual cost anticipated to exceed the purchasing Category Two threshold established in s. 287.017, F.S., require prior approval from the Bureau of Financial Reporting . If the monthly lease cost for equipment is greater than one-twelfth of the Category Two threshold, but the annual cost will be less than the Category Two threshold, each voucher submitted for payment should include documentation indicating that the annual cost will not exceed the Category Two threshold.

In computing the total lease cost for determination as to whether the annual lease cost exceeds the Category Two threshold, maintenance and other periodic costs to be incurred by the lessee for the equipment must be added to the lease payments. Equipment is defined as a functional unit and not as an individual component. For example, an agency may not acquire, by lease, equipment costing less than Category Two threshold annually, avoiding Bureau of Financial Reporting approval, and then add other components to the equipment which increases the total annual cost above the threshold.

Requests for Bureau of Financial Reporting approval to lease equipment above the Category Two threshold must be submitted with the Lease Checklist to Financing@myfloridacfo.com or to:

Department of Financial Services
Bureau of Financial Reporting
200 East Gaines Street
Tallahassee, Florida 32399-0354

The lease checklist is available at:

<https://www.myfloridacfo.com/Division/AA/Forms/default.htm>

Vouchers submitted for payment of leases requiring prior approval of the Bureau of Financial Reporting must show the lease approval number assigned by the Bureau of Financial Reporting.

Regardless of the annual cost of the lease or the acquisition method, it shall be the responsibility of the procuring agency to evaluate and maintain documentation to support that a lease is economically prudent and cost-effective.

Agencies with special needs for leasing equipment, such as short-term needs for surveying, monitoring and research connected with wildlife studies or preservation are exempt from the requirement to obtain prior approval.

A certification from the agency head or designee supporting the decision to lease must be attached to the voucher submitted for payment.

The Bureau of Financial Reporting will review leases less than or equal to Category Two, upon agency request.



PURCHASING CARD TRANSACTIONS – LEASES OF EQUIPMENT

Agencies may use purchasing cards for payment on leased equipment in accordance with the above requirements.

EXECUTIVE ORDERS



The Governor has the authority to sign executive orders under s. 252.36, F.S. All executive orders have the full force and effect of law. Most executive orders are for emergencies dealing with hurricanes, tropical storms, wildfires, floods, tornadoes, citrus canker and other states of emergency. An executive order may suspend the purchasing rules and regulations.

EXPENDITURE OF STATE FUNDS



An expenditure of State funds must be authorized by law and the expenditure must meet the intent and spirit of the law authorizing the payment.

In cases where the item for payment is generally used solely for the personal convenience of employees (for example: portable heaters, fans, refrigerators, stoves, microwaves, coffee pots and supplies, picture frames, wall hangings, various decorations, etc.) and which generally are not necessary in order for a State agency to carry out its statutory duties, the agency must provide justification for the purchase of these items or perquisite approval by an appropriate official. Also, State funds cannot be expended to satisfy the personal preference of employees (for example: an agency may not purchase more expensive office furniture or equipment than is necessary to perform its official duties because the employee prefers a more expensive item).



Each voucher must contain documentation which shows the legal authority for the requested payment, if the authority is not obvious from the face of the voucher. In order to reduce the number of voucher returns, agencies should ensure that each voucher meets this requirement prior to submission to the Bureau of Auditing.



EXPENSE, OCO, OR FCO DETERMINATION

A determination of whether a purchase should be made from an Expense or OCO appropriation is based on the cost of the functional unit. A functional unit is defined as a collection of items purchased at the same time that must be combined or used together to achieve a particular purpose. For example, when purchasing computer hardware, a functional unit would include the central processing unit with RAM, hard drive, video monitor, keyboard, external drives, and mouse. Total system upgrades or the adding of new components costing \$1,000 or greater should be paid from OCO appropriations. However, upgrades, repairs or replacements of individual components may be made from expense appropriations if the cost of the item is less than \$1,000. Additionally, actual costs to restore a functional unit to its original condition may be paid from Expense appropriations.

Another example is the purchase of modular furniture. Modular furniture must be purchased from OCO or FCO appropriations, if the cost of each functional unit exceeds \$1,000. If wall panels are to be used as part of a modular work station, the cost of the entire functional work station unit would determine whether the payment is made from Expense, OCO, or FCO appropriations. Reconfigurations should be paid from Expense appropriations.

If the functional unit was originally purchased from an FCO appropriation, the replacement unit may be purchased using OCO funds or Expense, depending on the cost.



FCO — GRANTS AND AIDS APPROPRIATION

FCO Grants and Aids Appropriations to certain Non-profit entities may be required to comply with some or all of the requirements of s. 216.348, F.S. if specified in the legislative bill.

FUEL CARD TRANSACTIONS



Agencies are required to maintain invoices/receipts for all charges and to have a system of internal control in place to ensure that all charges are valid State expenditures.

Payment requests submitted to the Bureau of Auditing must include: the summary invoice; the detail transaction list from the fuel card company; and supporting documentation for transactions that do not contain sufficient detail for a proper pre-audit. The Bureau has determined transactions that do not include sufficient detail for our pre-audit include, but are not limited to;

fuel adjustments, miscellaneous fuel purchases, other miscellaneous transactions, and miscellaneous repairs. Therefore, invoices/receipts will need to be submitted to the Bureau for payment of these charges.



State agencies are encouraged to use the State purchasing card (PCard) as an alternative to using the fuel card for repairs and maintenance. Each agency interested in using the PCard for state vehicle repair and maintenance transactions must comply with the following:

- Submit an addendum to your Agency's PCard Plan, which includes applicable internal controls for state vehicle repairs and maintenance.
- A new Merchant Category Code Group (MCCG) or modification of an existing MCCG may be necessary (contact DFS for review and approval).

Each agency's Scoped Administrator must contact DFS for assistance with the MCCG determination and record the change in WORKS. Appropriate notification must be made to Bank of America prior to implementing the use of the PCard for state vehicle repair and maintenance transactions. If a state agency elects to use the PCard for repairs and maintenance, DFS will allow the agency's fuel purchases to be processed in Central FLAIR as load and post transactions which will be audited on a post-audit basis. A unique agency site will need to be established for these fuel transactions.



FURNITURE

While state agencies may purchase office and public area furniture in accordance with the state term contract in effect at the time of purchase, price limits have been established for purchasing the following furniture:

1. Chairs (ergonomic)	\$675
2. Sofas 3 seat	\$1,400
3. Love Seats 2 seat	\$1,100
4. Wing Back (or similar chair)	\$800
5. End Tables	\$400
6. Coffee or 48" Conf. Table	\$600
7. Task Lighting	\$175 each

***Note: Item Nos. 2, 3, 4, 5, and 6 listed above may only be purchased for reception or other public areas.**

The price limits stated above also apply to furniture purchased under contracts entered into by an agency including furniture purchased from PRIDE.

If an agency needs to purchase a chair that exceeds the established limit in order to provide a reasonable accommodation under the ADA, the agency must process the invoice in accordance with the instructions in Americans with Disabilities Act section.

All other exceptions must be fully justified by the agency and approved **in advance** by the Bureau of Auditing. Requests for exceptions should be addressed to:

Department of Financial Services
Bureau of Auditing
200 East Gaines Street
Tallahassee, Fl. 32399-0355

HYBRID CAR RENTALS



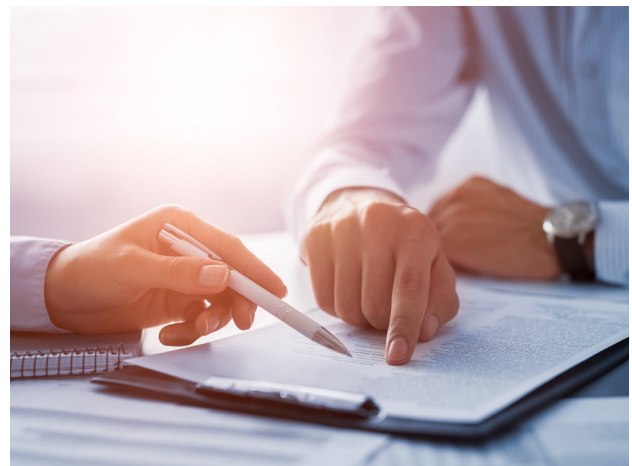
The State may incur a hybrid car rental expense when it has been determined to be the most economical method of travel. Agency heads or their designees have the authority to “designate the most economical method of travel for each trip,” pursuant to s. 112.061, Florida Statutes. An agency head may include environmental factors in determining the most economical method of travel. Each agency should develop a written policy for determining when the use of hybrid cars is appropriate. When an agency approves and submits a travel voucher containing hybrid rental car charges, it is certifying the hybrid’s use was the most economical method of travel. Documentation must be retained on file at the agency to support the agency’s decision.



INSURANCE



For agencies subject to the provisions of s. 287.022, F.S., payments for the purchase of insurance, with the exception of title insurance for land purchases, must have proof of approval by DMS or a certification of emergency. Such documentation shall be submitted with each payment request.





INTERCHANGE OF PERSONNEL AMONG STATE AGENCIES



Section 112.24, F.S., authorizes employee interchange agreements among State of Florida Agencies in order to encourage economical and effective use of public employees. Interchange agreements are exempt from the provision requirements of s. 287.058, F.S., and the terms and conditions of such agreements should be in accordance with the requirements set forth in s. 112.24, F.S. All invoices for payment must be reconcilable to these terms and conditions listed in the agreements.



INVOICES

GENERAL

Agencies shall only schedule those disbursements or transfers of funds authorized by law. If such authority is not apparent, the agency must cite the law which either provides the authority to expend funds for the purpose under consideration or necessarily implies the authority to carry out the authorized duty or function. The requirement for legal authority may not be satisfied by demonstrating that the requested disbursement or transfer has been done or approved previously.



All invoices scheduled for the disbursement or transfer of funds must be submitted in accordance with Rule 69I-40, F.A.C., and scheduled using the standard voucher format prescribed by the Department of Financial Services. The information listed in this section provides general guidelines that are common to all expenditures.

INVOICE REQUIREMENTS

The following requirements apply to all invoices submitted for payment.

1. An invoice submitted to DFS for payment must be a legible copy. The original invoice is filed and maintained by the agency. If an agency is filing a copy of the invoice as its original, it must contain the statement "original invoice not available, agency records show that this obligation has not been previously paid" with the signature of the person certifying the statement. Thermo fax copies, because of their temporary nature, shall not be filed as the original at the agency. It should be copied on a standard photocopy machine.
2. Invoices for commodities must clearly reflect a description of the item or items, number of units and cost per unit. Numerical code descriptions alone (i.e. part number instead of actual part name) will not be accepted.
3. Invoices for services must clearly identify the specific deliverable(s) (also known as units of service) that were completed. The invoice (or invoice backup) must also demonstrate that each deliverable's minimum performance levels were met. Payment will only be made for completed deliverables. In addition to identifying the completed deliverables, cost reimbursement invoices must also be itemized by expenditure category. Only expenditures for categories in the approved agreement budget may be reimbursed.

Please refer to the "Payment Processing" section of this Guide for additional requirements for payments for services.

4. No balances for prior purchases will be paid unless supported by an invoice.
5. A statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice that meets all invoice requirements.
6. All invoices shall be processed in accordance with s. 215.422, F.S., and the rules set forth in Rule 69I-24, F.A.C.
7. Invoices that are split payments require information showing the distribution of charges between funds for such invoice and a cross-reference of the statewide document numbers for all related vouchers.
8. Invoices and other supporting documentation included in a voucher must be grouped by vendor and arranged in the same order as the vendors are listed on the voucher schedule. If the voucher includes multiple invoices from the same vendor, the voucher must include a calculator tape or other evidence showing that the total of the invoices is equal to the amount shown on the voucher schedule.
9. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.

INVOICE REQUIREMENTS – PURCHASING CARD TRANSACTIONS

A purchasing card transaction must be supported by a receipt (See “Receipt Requirements - Purchasing Card Transactions” for additional information.). However, when a receipt is not available from the vendor/merchant, a statement or invoice from the vendor may be used if it meets the following criteria:

1. It is clearly intended to be used as a receipt.
2. It provides the same information as a receipt, including verification that the purchase was paid by credit card.
3. It contains clear evidence that goods or services have been received.
4. It is not used to make payment for a prior unpaid balance.
5. If payment acknowledgement is not available from the vendor, the Account Holder should document the following information on the invoice/statement:
 - a. Date of the payment
 - b. Statement that payment was made by purchasing card
 - c. Payment confirmation number, if available



INVOICE SAMPLING



A selected sample of invoices for disbursement requests equal to or less than the established dollar threshold for an agency must be submitted to the Bureau of Auditing for pre-audit review. Sampling thresholds may vary by agency and/or voucher processing site and could be changed at any point in time. Invoices equal to or less than the established dollar threshold for an agency, and not included in the sample, will be systematically posted and should not be submitted to the Bureau of Auditing.

The Bureau of Auditing must account for all sampled invoices. Sampled invoices which are deleted at the agency's request must be submitted along with an explanation for the deletion. Sampled invoices audited and deleted by the Bureau, must be re-submitted with the Bureau's return form. Additionally, the invoices must be re-vouchered using the bookkeeping indicator (BKI) "A" unless the BKI "Z" is needed in order to bypass Central FLAIR's contract system.

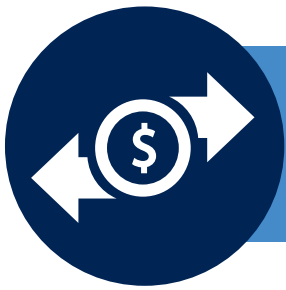
Flags can be set in the Voucher Audit System to identify invoices that require special review. Vouchers and copies of supporting documentation for these invoices must be submitted to this office, regardless of the dollar amount.

JUSTICE ADMINISTRATIVE COMMISSION - DISBURSEMENTS



Payment vouchers for attorney's fees to private court-appointed counsel must comply with the applicable limitations set forth in s. 27.5304, F.S. In those cases where payments exceed the flat fee established by the General Appropriations Act, the requested payment must be supported by all of the following documentation:

1. A copy of a written notification to counsel from the JAC that the attorney's fee invoice submitted by counsel exceeds the applicable statutory limitation for the type of representation involved;
2. Any written objection to the payment of the fees submitted by the JAC to the court having jurisdiction of the matter in which the representation occurred;
3. A court order directing payment of the fees which contains specific findings that the fees claimed are reasonable and incurred as the result of unusual or extraordinary circumstances associated with the representation; and all invoices submitted for payment must be in sufficient detail for a proper pre-audit and must be submitted on the standard voucher format as required by s. 69I-40.001, F.A.C. This format requires a certification statement that the "transactions are in accordance with the Florida Statutes, and all applicable laws and rules of the State of Florida." The title and signature of the person making the certification must be shown on the voucher schedule.
4. An itemized invoice with a detailed description of hours worked by counsel in connection with the representation for which payment is sought.



JOURNAL TRANSFERS

Journal transfers (JTs) are vouchers (transactions) that allow state agencies to make payments directly to other state agencies in lieu of issuing a state warrant, correct disbursements made in error, allocate costs within an agency, make transfers or distributions that are required by law and restore current year expenditure refunds to their original disbursement accounts. Pursuant to Rule 69I-40.002(24), F.A.C., all payments to state agencies shall be made by journal transfer unless the necessity for making payment by warrant is documented by the agency and approved by the Bureau of Auditing.



There are three types of journal transfers: JT-1, JT-2 and JT-3. A JT-1 is referred to as a journal redistribution. A JT-2 can be one of four different voucher types: a journal advice, an operating disbursement, a non-operating transfer or an expenditure refund. A JT-3 involves the transfer of budget release between accounts with different Internal Budget Indicators (IBI). The JT-3 will not be discussed in this reference manual as it is a function of the Bureau of Financial Reporting.

JOURNAL TRANSFER ONE (JT-1)

Journal Redistribution

The journal redistribution (JT-1) is used to make corrections of disbursements made in error and/or to allocate costs and budgets **within** an agency. The allocation of costs within an agency usually occurs when an agency wants to issue one warrant/EFT to a vendor and subsequently reallocate the disbursement to individual sections or other units for their pro rata share of the total cost. JT-1s should not be used to correct non-operating transfers or service charge journal transfers **or for making payments to other state agencies.**

State agencies must maintain documentation to support the correction of errors and the original documentation for disbursements which are being re-allocated. Documentation to support JT-1s must be submitted to the Bureau of Auditing upon request. Central FLAIR Transaction codes 20 and 21 are used to update the accounting system as follows:

Transaction Code 20 – INCREASE (disbursing/initiating side of a JT-1):

- Increase Journal disbursement (and disbursements year-to-date)
- Decrease Unexpended release balance (budget)
- Decrease cash balance

Transactions Code 21 – DECREASE (receiving/benefiting side of a JT-1):

- Decrease Journal disbursements (and disbursements year-to-date)
- Increase unexpended release balance (budget)
- Increase cash balance

JOURNAL TRANSFER TWO (JT-2)

As stated earlier, the JT-2 can be one of four different voucher types: journal advice, operating disbursement, non-operating transfer and expenditure refund.

I. Journal Advice

The journal advice, JT Exhibit 2 is primarily used to make payments to other state agencies for goods and services received. Supporting information for payments to other state agencies should include at a minimum the invoice that provides a description of the goods or services, the benefiting agency's account code, the invoice period, the DO or Contract Summary Form, the receiving report or evidence supporting the delivery of service signed by the contract manager, and the amount being requested as per the agreement terms. Any additional information necessary to substantiate the payment based on the type of purchase being made must also be included.

Agencies will also use the journal advice to make payments of the service charge to general revenue, to invest funds with the DFS, Division of Treasury, and to process payments to the Division of State Group Insurance (DSGI).

Investments

The purpose of the investment journal advice is to allow agencies to invest funds with the Division of Treasury. Investment JT-2s will have an object code of 8400XX. Investment JT-2s received in the Bureau of Auditing by 2:00 pm will be processed on that date. Investments received after 2:00 p.m. will be processed the following day.

Service Charges to General Revenue Fund

Pursuant to s. 215.20, F.S., a service charge shall be deducted from income of a revenue nature deposited in certain trust funds. This service charge is transferred to the General Revenue Fund via a JT-2 submitted to the Bureau of Auditing. Service charge JT-2s will have an object code of 880XXX. The Bureau of Auditing will forward these JT-2s to the Bureau of Financial Reporting for processing.

Employer/Employee Contributions

Payments to employer/employee contributions must have approval from the DSGI prior to being submitted to the Bureau of Auditing. The approval must be stamped on the face of the voucher schedule.

II. Category 10XXXX – Operating Disbursements

This type of transaction is used when the agency receives the appropriation in a special category (10XXXX) through the General Appropriations Act and is required to “transfer” the funds to another state entity. If the 10XXXX category used has been identified as “H” in the Itemization of Expenditures (IOE) records in LAS/PBS, the receipt category must be 001000, state grants. These are operating receipts and disbursements, though nothing is being purchased and no benefit is received by the paying agency. The authority for the operating disbursement must be reflected on the voucher submitted to the Bureau of Auditing. Object code 8300XX must be used with these operating disbursements.

Transaction codes 25 and 45 are used, with the journal advice, to update the Central Accounting System as follows:

Transaction Code 25 – INCREASE (disbursing/initiating side of a journal advice):

- Increase journal disbursements (and year-to-date disbursements)
- Decrease unexpended release balance (budget)
- Decrease cash balance

Transaction Code 45 – INCREASE (receiving/benefiting side of a journal advice):

- Increase journal receipts
- Increase cash balance

III. Non-Operating Transfer

This type of cash transfer is intended only for purposes not directly related to operations of the agency and does not serve to change or redistribute the operating budget in any manner. These are non-operating receipts and disbursements. The non-operating transfer has three unique characteristics.

1. The disbursement category is usually 180000(or 18XXXX), although categories 170000 or 31XXXX (Special categories non-operating) may occasionally be used.
2. The receipt category must be 0015XX or 0016XX, transfers required by law.
3. The disbursement object code must be 8100XX.

Transfers between Governmental Accounting, Auditing and Financial Reporting (GAAFR) funds constitute a unique type of non-operating transfer. There are two separate cash control accounts identical in all respects except for the GAAFR fund code. Since GAAFR funds exist only in FLAIR, and are a separate classification from the state funds, the transfer of cash between GAAFR funds is a bookkeeping entry only and requires no budget approval. The disbursing category is 310400 and the benefiting category is 003100

Journal transfer vouchers submitted to the Bureau of Auditing for non-operating transfers must contain an explanation of the transfer or a reference to the statutory requirement for the transfers. Transaction codes 29 and 49 are used to update the Central Accounting System as follows:

Transaction Code 29 – INCREASE (disbursing/initiating side of a transfer):

- Increase transfer disbursements (and disbursements year-to-date)
- Decrease unexpended release balance (budget)
- Decrease cash balance

Transaction Code 49 – INCREASE (receiving/benefiting side of a transfer):

- Increase transfer receipts
- Increase cash balance

IV. Expenditure Refund

The current year expenditure refund is used to restore cash and budget to the current year disbursement account, which generated the payment on which the refund is based. Current year refunds may only be processed for refunds received and deposited during the same fiscal year that the warrant was issued for the disbursement. A cash deposit is made to a receipt account and is then transferred by JT from the receipt account to the disbursing account. Vouchers submitted to the Bureau of Auditing must contain a form DFS-A2-1896 (available at http://www.myfloridacfo.com/aadir/bureau_audit.htm.)

The DFS-A2-1896 form includes the 29-digit FLAIR codes where the original disbursement occurred, the original warrant number and date, the original object code and signatures of the preparer and the authorized personnel. A Letter of Authorization approved by the Bureau of Auditing may be substituted for the information requirements of the DFS-A2-1896. The Letter of Authorization number is valid for the types of cash refunds being processed without reference to the original warrant number and date. The Letter of Authorization may be used for frequent small dollar refunds upon which obtaining the original warrant number and date is not feasible. The Letter of Authorization is only valid for items that are listed on the Authorization as approved.

When an expenditure refund is deleted from the system, it does not affect the original cash deposit made into the receipt account. It does, however, remove the transaction created to restore the cash and budget back to agencies current year disbursement account. Auditors will make every effort not to delete a line item or an entire voucher of a cash refund unless it has been absolutely determined that the transaction is incorrect and should be deleted.

Transaction codes 39 and 38 are used with the expenditure refunds to update the central accounting system as follows:

Transaction Code 39 – DECREASE (disbursement/initiating side of a cash refund)

- Decrease journal disbursements (and year-to-date disbursements)
- Increase unexpended release balance (budget)

Transaction Code 38 – DECREASE (receiving/benefiting side a cash refund):

- Decrease journal receipts

Note: Negative Journal Transfers

The general purpose of a negative journal transfer is to correct a previous JT processed in error. These transactions may occur on a JT-1 or a JT-2. Negative JT-1 and JT-2 transactions that are correcting an entry that affects only the initiating agency's accounts (within OLO) are proper transactions. However, a negative JT-1 or JT-2 that crosses OLOs should not be processed without additional justification of the circumstances since it will allow one agency to debit the account of another agency.

PURCHASING CARD TRANSACTION – INTERAGENCY CONTRACT PAYMENTS

The use of the purchasing card to make payments to state agencies for goods or services is allowable, if the receiving agency has determined that this method is most effective for payments.

LAND PURCHASES



Vouchers submitted to the Bureau requesting payment for the purchase of land must include:

1. An Opinion of Clear Title stating that upon closing on this purchase, the fee simple title will vest in the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the title insurance policy insuring marketability of title to the said parcel shall be delivered to the State;
2. Evidence of Governor and Cabinet approval;
3. The sales contract;
4. The legal description of the property.

LEGAL ADVERTISING



Pursuant to ss. 50.031 and 50.041, F.S., legal advertisements shall be supported by proof of publication made by uniform affidavit. Such documentation shall be submitted with each payment request.



LEGAL SERVICES

Contracts for private attorney services must be in accordance with s. 287.059, F.S. Prior approval of the Attorney General must be obtained, where applicable, and shall include a statement that the private attorney services requested cannot be provided by the Office of the Attorney General or that such private attorney services are cost effective in the opinion of the Attorney General. Where applicable, evidence of approval by the Office of the Attorney General to contract for private attorney services must be included with the first payment submitted to the Bureau of Auditing.



LEVIES/LIENS

DEPARTMENT OF REVENUE

The Department of Revenue (DOR) will periodically provide DFS with a file of vendors with delinquent state taxes pursuant to s. 213.67, F.S. Upon receiving a request for payment to a delinquent vendor, the Bureau of Auditing will inquire from DOR whether the lien is active. When DOR indicates the vendor lien is still active, the Bureau of Auditing will delete the payment request and return the payment request to the agency. Upon notification from the Bureau that the lien is active, agency staff must contact DOR regarding the settlement of the lien.



INTERNAL REVENUE SERVICE

Levies are received by DFS from the Internal Revenue Service (IRS) notifying the State that federal taxes are owed by a particular vendor. Upon receipt of the levies, a flag is placed on the Federal Employer Identification Number (FEIN) and the vendor name to ensure that any payment made to that vendor is scheduled to the U.S. Treasury on behalf of the vendor. If a payment request is received for a vendor that has an IRS levy and is not scheduled to the U.S. Treasury, the payment will be deleted and returned to the agency, along with a copy of the levy, requesting that the agency reschedule appropriately.

If an agency receives an IRS levy or a release of levy, it should be forwarded to DFS, Bureau of Auditing, 200 East Gaines Street, Tallahassee, Florida 32399-0355, so that appropriate action may be taken.

When a release of levy is received from the IRS indicating that a vendor has satisfied the levy requirements, the flag will be removed from the FEIN and vendor name.



Purchasing Card Transaction – Department of Revenue Liens

Agencies shall not knowingly use the purchasing card to make a purchase from a merchant/vendor who has a DOR lien.

LOBBYIST



Section 11.062(1), F. S., prohibits the use of state funds by the executive or judicial branch to pay a person that is not an employee, for the purpose of lobbying the Florida Legislature. Funds for salaries, travel expenses, and per diem may be used for lobbying purposes of full time employees of an agency, but funds may not be used to retain, by contract, an outside lobbyist.

Section 11.062(2)(a), F. S., states, “a department of the executive branch, a state university, a community college, or a water management district may not use public funds to retain a lobbyist to represent it before the legislative or executive branch.”

Full-time employees of a department of the executive branch, a state university, a community college, or a water management district may register as lobbyist to represent their respective employers before the legislative or executive branch. Except as full-time employees, they may not accept any public funds from a department of the executive branch, a state university, a community college, or a water management district for lobbying.

This does not prohibit a department of the executive branch, a state university, a community college, or a water management district from retaining a lobbyist for purposes of representing the entity before the executive or legislative branch of the Federal Government.

Section 216.347, F.S. Disbursement of grants and aids appropriations for lobbying is prohibited. A state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062 and any other law prohibiting the use of state funds for lobbying purposes. However, for the purposes of this section and s. 11.062, the payment of funds for the purpose of registering as a lobbyist shall not be considered a lobbying purpose.



MEMBERSHIP DUES, LICENSE FEES AND PROFESSIONAL CERTIFICATIONS



Pursuant to s. 216.345, F.S., public funds may be expended for the purpose of paying professional and/or organizational membership dues upon approval by the agency head or designee, provided that the membership is essential to the statutory duties and responsibilities of the state agency.

Payment of individual membership dues may be paid from state funds when it has been certified by the professional or other

organization that it does not accept institutional memberships and the membership is essential to the statutory duties of the organization. Payment of membership dues shall not be paid for maintenance of an individual's professional or trade status except in cases where agency or branch membership is necessary and more economical.

Payment information maintained at the agency pertaining to the payment of membership dues must contain a statement that the records of the organization,

as they pertain to the public agency from which or on whose behalf the payments are made, shall be public records pursuant to s. 119.01 (3), F.S.

Unless specifically authorized by law, the following items related to professional certifications and occupational licenses will not be paid:

1. Florida or other Bar dues.
2. Professional license fees.
3. Occupational license fees.
4. Driver license fees.
5. Other fees for licenses required for an individual to perform his or her official duties.
6. Tuition for fees designed to help an individual pass the examination for any of the above licenses, unless the training is directly related to the person's current official duties.
7. Tuition or fees for continuing education classes for the sole purpose of maintaining any License.
8. Tuition and Examination fees for professional certifications, occupational or professional licenses required for a person to perform his or her official duties.

State funds may be spent only for a public purpose or function which the public officer or agency is expressly authorized by law to carry out or which must be necessarily implied to carry out the purpose or function expressly authorized. Unless expressed in statute or through Legislative proviso, tuition, examination and certification fees are considered a personal benefit.

MOTOR VEHICLES



PROCUREMENT OF MOTOR VEHICLES

Pursuant to Chapter 287, Part II, F.S., payment for purchase and continuous lease of motor vehicles must include:

1. Documentation showing that funds were appropriated by the Legislature or were approved by the Executive Office of the Governor. Examples of such documentation include the legislative budget form D3-A, the budget amendment from the Governor's Office or the appropriation line item;
2. Evidence of approval from DMS, Fleet Management;
3. A purchase order.

Motor Vehicles purchased by the following entities need only provide evidence of approval by DMS pursuant to 69I-40.002 (17) and s. 287.155, F.S.

- Department of Children and Families for DCF managed institutions.
- Department of Corrections for DOC managed institutions.



REPAIRS OR MAINTENANCE

Invoices submitted for payment for the repair or maintenance of state-owned vehicles must include the state property number or the license tag number of the vehicle. If repairs are the result of an accident, a copy of the accident report must be provided.

PERSONAL VEHICLE DAMAGE – DEPARTMENT OF CORRECTIONS

Pursuant to s. 944.0611, F.S., employees of the Department of Corrections required to use their personal vehicles in the performance of their duty may file claims for damages made to their personal vehicles while on official state business. Such claims shall be filed in accordance with Rule 33-203.701, F.A.C., and shall be limited to an amount for repairs at the insurance deductible amount.

VEHICLE PURCHASES FROM SURPLUS PROPERTY

The payment of the transfer fee for the purchase of a surplus property vehicle may be made from an expense appropriation.



MOVING EXPENSES — EMPLOYEE



Expenditures properly chargeable to employee moving expenses include the cost of moving household goods or moving an employee's privately-owned mobile home. Payments of moving expenses may include moving of household goods by common carrier, a state-owned vehicle or a rental truck or trailer. The payment of employee moving expenses is a perquisite and requires the approval of the agency head or agency head designee and may only be paid when it is in the best interest of the State due to the exceptional or unique requirements of the position. This approval must be obtained before the move of the household goods.

Pursuant to Attorney General Opinion 81-34, an agency head or designee may approve the payment of travel expenses pursuant to Section 112.061, F.S., to an agency employee who is reassigned and required to relocate to new official headquarters within the agency in order to carry out the duties and functions of the agency. Under these circumstances moving expenses do not have to be paid in order for an employee to receive reimbursement of travel expense.



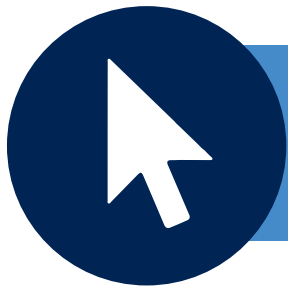
Vouchers submitted to the Bureau of Auditing for the payment of employee moving expenses should include the following documentation: Invoice, purchase order and agency head or agency head designee approval including a statement as to why the payment is in the best interest of the State. Vouchers submitted to the Bureau of Auditing for reimbursing the employee for moving expenses, paid by the employee, require the same documentation listed above however, must include paid receipts in lieu of the invoice. Documentation must be attached to a properly completed Reimbursement Other Than Travel Form.

The 2018 Tax Cuts and Jobs Act requires that all moving expenses, without exception, are taxable to the employee, regardless to whom the payment is made.

Payment of extra charges for picking up household goods from more than one location may be paid for an employee's approved move if the second location is in the same immediate geographic area as the primary residence.

PURCHASING CARD TRANSACTIONS – EMPLOYEE MOVING EXPENSES

In order to ensure compliance with Section 132, Internal Revenue Code, a cardholder shall not use his/her purchasing card to pay for any moving expenses.



MYFLORIDAMARKETPLACE (MFMP)

In addition to the Invoice Requirements and Payment processing requirements contained herein, MFMP transactions must also adhere to the following requirements:

- Each vendor invoice must have its own Invoice Reconciliation (IR). Electronic invoices for goods or services submitted through the Electronic Invoicing (invoicing) function [currently Ariba Supplier Network] must include the vendor's dates of service (invoice period) in the comment field.
- With the exception of Electronic Invoices, a copy of the invoice and the required supporting documentation must be scanned and attached to the Invoice Tab or Exceptions Tab.
- The Contract or Order's Paid to Date total must be listed as a comment on the Invoice Tab or Exceptions Tab. Conversely, this requirement may be fulfilled by attaching a completed Contract Summary Form to the Invoice Tab or the Exceptions Tab.
- For certification and receipting requirements, see CFO Memo No. 3 (2019-20) and the Receipt and Certification of Goods or Services-Documentation Requirements section of this Guide.

PLACEMENT OF REQUIRED PAYMENT INFORMATION IN MFMP

Payment Requirement	Format	Location on IR
Invoice	PDF attachment or MFMP Electronic Invoicing (eInvoicing)	Invoice Tab or Exceptions Tab.
Documentation Supporting Invoice's Deliverables and Minimum Performance Levels	PDF attachment	Invoice Tab or Exceptions Tab.
Purchase Order or Contract Paid to Date Total	Comment, completed Contract Summary Form, or Cumulative Paid to Date tally sheet	Invoice Tab or Exceptions Tab.
Contract Manager's Certification Statement	Comment, stamp on invoice, or completed Contract Summary Form	Invoice Tab or Exceptions Tab.

Note: Do not attach any of the requirements above to the Order Tab/Contract Tab or the Purchase Requisition/Contract Requisition Tab.

NOTARY



Reimbursement for the cost of notary commission and seal may be made, if it can be shown that such is for the benefit of the state agency. Such documentation must be submitted with the payment request.



PAYMENT PROCESSING



Each payment request submitted to the Bureau of Auditing must include:

- Invoice (for more information, see “Invoices”)
- Authorization to incur the expenditure (PO, Contract, Grant, Etc.)
- Documentation evidencing the receipt of good and services
- Additional documentation that shows compliance with applicable laws and rules.





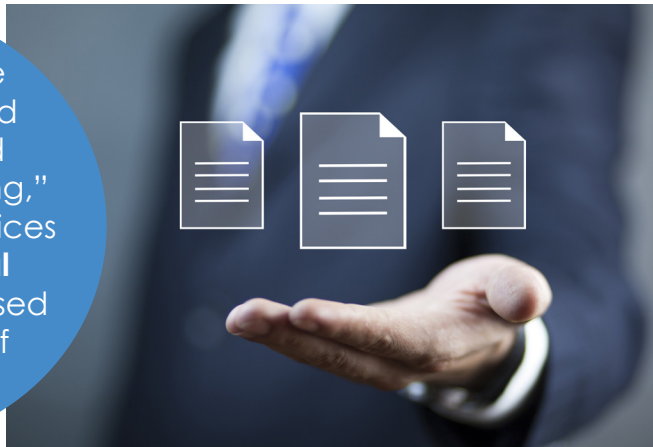
PAYMENT PROCESSING — AGREEMENTS FOR SERVICES

These payment processing requirements apply to agreements for services provided by vendors and recipients/sub-recipients.

Agencies are required to complete and submit a FACTS **Contract Summary Form** with each payment for agreements for services related to a two-party written agreement (including payments to recipients/sub-recipients). The FACTS Contract Summary Form information will be used by the Bureau of Auditing to pre-audit the invoice, so the form must be complete and reflect specific information **from the agreement**. Information should clearly identify the specific deliverables including the minimum performance requirements and the payment amount for each deliverable.

The FACTS Contract Summary Form is available on the Department of Financial Services website at www.myfloridacfo.com/aadir/summary_csa.htm.

In addition to the requirements listed in "Invoices" and "Payment Processing," agreements for services require **additional** documentation based on the method of payment.



DELIVERABLES PAID ON A FIXED FEE/UNIT RATE BASIS

Service agreements with deliverables paid on a fixed fee/unit rate basis are for "as needed" services in which the specific quantity of units to be completed each period are variable. Fixed Fee/ Unit Rate deliverables are generally used when the agreements' tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. Fixed fee unit rate agreements for recipients/subrecipients of state of federal financial assistance must follow the requirements of Section 215.971, F.S.

DELIVERABLES PAID ON A FIXED BASIS

Service agreements with deliverables paid on a fixed price basis are for services in which the quantity of units or tasks to be completed are known and defined in the agreement. Agreements for services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or a milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, agreements paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable. Fixed price agreements for recipients/subrecipients of state or federal financial assistance must follow the requirements of Section 215.971, F.S.

DELIVERABLES PAID ON A COST REIMBURSEMENT BASIS

Deliverable requirements for Cost Reimbursement payment type agreements are the same as those for Fixed Price payment type deliverables described above. Therefore, the invoice must identify the deliverable(s) that were completed and the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable. Additionally, the total amount requested for cost reimbursement payment type agreements must include an itemization of the costs by budget expenditure category on the invoice. The expenditure categories cited must reconcile to the categories identified in the agreement's budget. Only expenditures incurred for the completion of the invoiced deliverables may be reimbursed. Cost Reimbursement agreements for recipients/subrecipients of state or federal financial assistance must follow the requirements of Section 215.971, F.S.

Reconciliation and Fiscal Supporting Documentation Requirements for Cost Reimbursement Payments:

Agencies must submit an itemized invoice by expenditure category (salaries, travel, expenses, etc.). Each agency is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the agency is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts as provided in Comptroller's Memorandum No. 04 (2019-20). Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Types and examples of supporting documentation for cost reimbursement agreements by expenditure category:

Salaries

Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits

Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel

Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs

Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs

If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

PERQUISITES



Section 216.262(1)(f), F.S., the term “perquisites” means those things, or the use thereof, or services that confer on the officers or employees receiving them a benefit that is in the nature of additional compensation, or that reduce to some extent the normal personal expenses of the officer or employee receiving them. The term includes, but is not limited to, such things as quarters, subsistence, utilities, laundry services, medical service and the use of state-owned vehicles for other than state purposes.

Perquisites may not be furnished by a state agency, or by the judicial branch, unless approved by DMS or otherwise delegated to the agency head or by the Chief Justice, respectively, during each fiscal year. Whenever a state agency or the judicial branch is to furnish perquisites, DMS or the agency head to which the approval has been delegated, or the Chief Justice, respectively, must approve the kind and monetary value of such perquisites before they may be furnished. Perquisites may be furnished only when in the best interest of the State due to the exceptional or unique requirements of the position. **All payment requests of perquisites submitted to the Bureau of Auditing must include the above-referenced annual approval.**



Some perquisites are taxable fringe benefits and must be processed through the Bureau of State Payrolls in accordance with the Payroll Preparation Manual. (https://www.myfloridacfo.com/Division/AA/Manuals/documents/BOSP_MANUAL2.pdf)

Items that are required by the employer for safety, security or health purposes, such as uniforms, safety equipment, special footwear, protective clothing, etc., and are issued or purchased by the agency are considered non-reportable/nontaxable events for federal tax purposes and may be processed by the Bureau of Auditing. However, providing allowances, advances or reimbursements for the original purchase, maintenance or replacement of such items are reportable and taxable events unless the employer maintains an accountable plan in accordance with the Payroll Preparation Manual. Payments for such items for which an accountable plan is maintained may also be processed by the Bureau of Auditing and must include evidence of approval of the accountable plan by the Bureau of State Payrolls.

Additional information regarding perquisites may be found in Rule 60L-32.004, F.A.C.



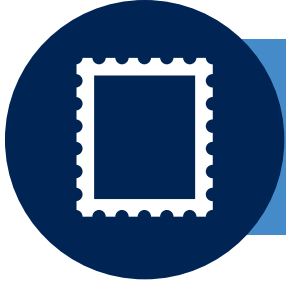
PHOTOS OF PUBLIC OFFICIALS — MAKING AND DISSEMINATING

Unless an agency has legislative authority and funds properly appropriated or budgeted for the purpose of making and disseminating photographs of a public official to his or her employees or private citizens, public funds may not be used for this purpose.

State agencies may expend small sums for the purpose of taking photographs of Department leaders so that they will be available should there be press inquiries



Payments for this purpose shall specifically include the statutory authority for the purchase. If such authority is implied, then why such expenditures are necessary in order to carry out legislative duties or responsibilities of the agency should be included in the payment request. (Attorney General Opinion 75-299)



POSTAGE



The purchase of postage for postage meters shall include the number of the postage meter. Stamp purchases must show the quantity and denomination. Bulk mail permit shall indicate the permit number. Such documentation shall be submitted with each payment request.

PROCUREMENT DOCUMENTATION REQUIREMENTS – PURSUANT TO CHAPTER 287, F.S.



Agencies shall maintain documentation demonstrating the method of procurement along with supporting documentation for purchases of commodities and contractual services exceeding the threshold amount provided in s. 287.017, F.S., for Category Two.

Agencies will also need to maintain all documentation applicable to quotes and informal bids for purchases equal to or less than the threshold amount provided in s. 287.017, F.S., for Category Two. Although this documentation will not need to be submitted with payment requests, it must be furnished upon request by DFS.

COST ANALYSIS

Agreements for services which are awarded on a non-competitive basis must comply with the “Cost Analysis” requirements of s. 216.3475, F.S. For more information, see “Cost Analysis”

PROFESSIONAL SERVICES



Invoices for payment for professional services contracts includes, but are not limited to:

1. **Cost reimbursements** – For more information, see “Payment Processing – Agreements for Services”
2. **Percentage of Completion** – Payment request must include an invoice which shows the total lump sum amount times the percentage of work completed, less the amount paid to date to arrive at the current amount due. The changes in completion should have a documented basis as it relates to the project and not be strictly a function of time.
3. **Fixed Payment** – This payment type may be fixed rate or fixed fee. The fixed-rate payment request must include an invoice that shows unit of deliverables and applicable unit rates to arrive at the total invoice amount. The fixed-fee payment request must provide the deliverable along with the scheduled fixed amount authorized in the contract.
4. **Cost Plus Fixed** – This payment type may be a combination of items 1 and 2 or items 1 and 3 above.



PROHIBITED EXPENDITURES

Expenditures from state funds for items listed below are prohibited unless “expressly provided by statute or proviso”:

- Congratulatory telegrams.
- Flowers and/or telegraphic condolences.
- Entertainment for visiting dignitaries.
- Refreshments such as coffee and doughnuts.
- Decorative items (globe, statues, potted plants, picture frames, desk plaques etc.).
- Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.

An expenditure of state funds must be authorized by law and the expenditure must meet the intent and spirit of the law authorizing the payment. The payment of items used generally for the personal convenience of employees, (example: portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots and supplies, etc.), and which are not apparently necessary in order for a state agency to carry out its statutory duties must provide justification for the purchase of these items or perquisite approval. State funds cannot be expended to satisfy the personal preference of employees (example: an agency may not purchase more expensive office furniture or equipment than is necessary to perform its official duties because the employee prefers a more expensive item).

Each voucher must contain documentation which shows the legal authority for the requested payment if the authority is not obvious from the face of the voucher.

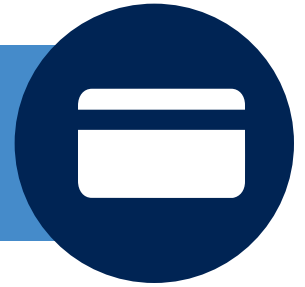


PROMOTIONAL ITEMS



Payment requests for the purchase of promotional items must cite the specific statutory authority and/or document that the expenditure is included in the agency's approved budget from which the payment is being made. Note: promotional items are generally prohibited unless expressly provided by statute or proviso.

PURCHASING CARD TRANSACTIONS



Unless otherwise stated in this Reference Guide, purchasing card transactions are subject to the same rules and regulations as any other agency purchase and disbursement. For more information about purchasing card transactions, see specific topic sections.

RECEIPT AND CERTIFICATION OF GOODS AND SERVICES — DOCUMENTATION REQUIREMENTS



FLAIR AND MFMP TRANSACTIONS

Commodities purchases require a receiving report that contains the following information:

- Agency name
- Purchase Order//Contract number
- Vendor name
- Description of item(s)
- Quantity received
- Date received
- Signature of person receiving item(s)

Commodity purchases made through MFMP, which have been receipted through the MFMP receiving function, do not require a receiving report. Proper completion of the Receipts Tab in MFMP fulfills this requirement.

Payments for services require the contract manager's written certification that the services were satisfactorily received in accordance with the agreement terms and that payment is due in accordance with CFO Memo #5 (2019-20).

NOTE - Contractual service transactions in MFMP require the contract manager's certification per CFO Memo #5 (2019-20) on the Invoice or Exceptions Tab.

PURCHASING CARD TRANSACTIONS

Purchasing Card transactions must be supported by a receipt depicting that the goods/services were paid by credit card. A combination of documents from the vendor (such as quotes, orders, packing slips, website screen-prints) may also be required to adequately support the transaction; however, those documents must not be used in lieu of a receipt.

Receipts and supporting documentation must include the following:

1. Receipts must include:
 - a. Vendor/Merchant Name
 - b. Description of goods/services acquired (numerical codes alone, acronyms and non-standard abbreviations are not sufficient)
 - c. Units purchased
 - d. Cost per unit
 - e. Total amount of the purchase
 - f. Verification that the purchase was paid by credit card.
2. Receipts must be signed and dated by the cardholder to indicate the receipt, inspection, and acceptance of the goods/services.
3. Receipts for services must include clear evidence that the services were satisfactorily received.
4. Thermo fax receipts should not be maintained as original documents, due to the temporary nature of the documents. A copy of this type of receipt, with a statement that the "original receipt was a thermo fax document; agency records show that this obligation has not been previously paid", should be used.
5. Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used on supporting documentation, unless an explanation is also included.

Statements and invoices are not acceptable unless the documents meet the criteria in the Invoice Requirements Section.

RECIPIENT/SUB-RECIPIENT AGREEMENTS



See “**Agreements for services – Recipient/Sub-recipients.**”

RECYCLING PROCEEDS



The following are the guidelines for use of proceeds from the sale of recyclable materials under s. 403.7145, F.S.:

- Recyclable materials mean those materials that are capable of being recycled and which would otherwise be processed or disposed of by an agency as solid waste.
- As provided for in s. 403.7145(2), F.S., the proceeds from the sale of recyclable materials may be expended by an agency for employee benefits and other purposes in order to provide incentives for its employees to participate in the recycling program. This includes, but is not limited to, the following items if the agency can demonstrate that the use of the funds for these purposes will provide incentives to employees to participate in the recycling program: promotional or acknowledgment items, such as gift certificates, pens, mugs, T-shirts, paperweights, letter openers, lapel pens, posters and plaques; agency picnics, luncheons, breakfasts, refreshments; paper,



supplies and maintenance for copiers; and rental of facilities for agency meetings. Promotional items, such as mugs and T-shirts, do not have to contain references to recycling. Acknowledgments may be made to individuals or to groups of individuals. In summary, the proceeds may be expended for any purpose designated by the agency to provide incentives to employees to participate in the recycling program, unless the expenditure is prohibited by law. Upon request, the agency must provide information to demonstrate that the expenditure provides incentives to employees to participate in the recycling program.

- Proceeds from the sale of recyclable materials may be treated as Current Year Refunds. The accounting information required on Form DFS-A2-1896 will be waived when the transaction is identified as proceeds from the sale of recyclable materials. Agencies will be responsible for maintaining accurate records of receipts, disbursements and a running balance of proceeds available, subject to review by the Bureau of Auditing. The proceeds must be deposited in the General Revenue Fund or any appropriate trust fund within the state treasury, unless the agency has authority to deposit the funds outside the state treasury.
- Inasmuch as expenditures authorized under this program may represent items that are not normally allowable, payment requests should clearly indicate that the proposed expenditures are being made from proceeds from the sale of recyclable materials.



RETENTION SCHEDULE

The originating agencies are required to maintain the original vouchers, purchasing card transaction receipts and all supporting documentation for a minimum of five fiscal years, provided all applicable audits have been completed.



SETTLEMENT CLAIMS AGAINST THE STATE



Pursuant to s. 17.03, F.S., the CFO is charged with the responsibility to settle all accounts, claims and demands, whatsoever, against the State, and issue a warrant in an amount allowed by the CFO thereon.

For purposes of this manual, a settlement is defined as an agreement obligating the State or agency to expend state funds to discharge a debt due a person, entity or group of persons when the amount owed, pursuant to a contract, purchase order, or other form of indebtedness, is in dispute, including but not limited to the following examples of disputes:

- To settle a lawsuit, damages or legal fees
- The absence of an executed agreement or other appropriate authorization
- An agreement executed after services were rendered or in non-compliance with s. 287.058(2), F.S.
- Performance of services not included in the agreement
- Services rendered after the agreement expires
- Contract Dispute

In submitting all settlement agreement payment requests, an agency must submit the following information:

1. A letter addressed to the Bureau Chief of the Bureau of Auditing, that contains:
 - a description of the transactions or events that created each claim against the agency
 - the period of time(s) covered by the settlement agreement
 - an explanation of the methodology used to determine the settlement amount(s)
 - a brief description of why the settlement is in the State's best interest under the circumstances
 - agency contact information

2. An executed settlement that:
 - is signed by the agency head or designee. The proper authorization should be provided in the form of a delegation of authority.
 - contains a provision that legally releases the State and its agents from future claims arising from the dispute
 - includes a statement that the settlement is contingent upon the Chief Financial Officer approval
3. If the settlement is the result of a lawsuit, copies of the notices required by s. 45.062, F.S.
4. Copies of all related agreements.
5. When vouchering a settlement agreement, an “A” must be placed in the bookkeeping indicator field and “SETTLEMENT AGREEMENT” noted on the voucher schedule.

If a settlement voucher is submitted for payment without the required information, it may result in a delay in payment. Note - If the settlement involves a current or former state employee, the settlement must be sent to the Bureau of State Payrolls (BOSP) for processing. (See Volume IV, Section 13, BOSP Payroll Preparation Manual — http://www.myfloridacfo.com/aadir/bosp/BOSP_MANUAL2.pdf)



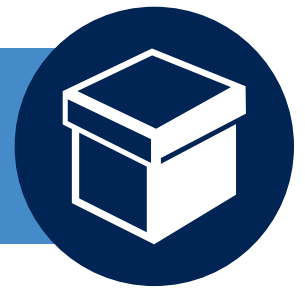
SPORTS EQUIPMENT — DEPARTMENT OF CORRECTIONS

Requests for payment to purchase or repair sports equipment using General Revenue appropriations to provide athletic, recreational and leisure activities to youthful offenders pursuant to s. 958.12, F.S., will be approved upon the Department of Corrections providing evidence that the Legislature has appropriated funds for these specific purposes.

Also, payment requests to provide sports equipment purchased from general revenue appropriations for death row inmates pursuant to the court order entered in *Dougan. et al. v. Singletary, et al.*, will be approved for the purchase of the items specified in the order. A letter from the general counsel of the Department of Corrections affirming that the order is still effective must be included as supporting documentation.



SURPLUS PROPERTY



Section 273.055(3), F.S., sets forth the requirements for disposing of state-owned tangible personal property that has been certified as surplus. The sale of surplus property by utilizing eBay's electronic auction venue is consistent with the legislative intent behind Chapter 273 and is in the best interest of the State. The state purchasing card may be used to pay eBay's listing fee.

TAXES



SALES TAXES ON PURCHASES BY STATE AGENCIES

Pursuant to s. 212.08(6), F.S., state agencies are not liable for the payment of Florida sales tax. Exemption certificates may be obtained from the Department of Revenue.

However, the sales tax exemption does not apply when a state employee pays for a purchase on behalf of the State, even though that employee is subsequently reimbursed by the state agency. The exemption is only acceptable for sales tax in the State of Florida. State agencies are liable for sales taxes on purchases or payments for out-of-state.

PURCHASING CARD TRANSACTIONS – SALES TAX

Pursuant to s. 212.08(6), F.S., state agency purchases made from Florida vendors are exempt from Florida sales tax. As such, purchasing cards are imprinted with the phrase "Tax Exempt"; however, cardholders may be required to provide their agencies' Consumer's Certificate of Exemption to Florida vendors.

It is the responsibility of the cardholder to make the Florida vendor aware of the tax exemption. In the event the vendor refuses to grant the tax exemption, the cardholder may allow the tax to be charged on his/her purchasing card.

DFS believes it is not cost effective for an agency to seek a credit from the vendor for the Florida sales tax charges when the charge amount of the sale is \$100 or less. However, an agency may elect to establish a lower dollar amount for seeking a credit for the tax.



TRAVEL

GENERAL INFORMATION

Expenditures properly chargeable to travel include registration payments, reimbursements of mileage for use of a privately-owned vehicle, per diem and subsistence allowance, common carrier transportation and other expenses incidental to travel which are authorized by law. Section 112.061, F.S., Rule 69I-42, F.A.C., and periodically the General Appropriations Act governs travel expenses.

Requests for travel reimbursement payments must include:

- The travel voucher;
- Itemized hotel receipts, if applicable;
- Applicable transportation receipts for common carrier travel;
- Applicable incidental receipts;
- In the case of a conference or convention, the benefits to the State must be provided along with the pages of the agenda that itemizes the registration cost.

AUTOMATED TRAVEL SYSTEM

Agencies will no longer be able to request the utilization of an agency automated travel system due to the impending implementation of the Statewide Travel Management System – **STMS**.

CONFERENCE AND CONVENTIONS



Registration Fees

If the agency engages an instructor to perform training sessions for its employees, the fee will be a contractual service. However, if an employee enrolls in a workshop/seminar, etc., which is routinely offered to the public, the fee will be a registration fee.

Registration fees will not be paid for intra-agency or interagency meetings, seminars and workshops. All expenses related

to such gatherings must be processed as a regular expenditure of the appropriate agency. However, registration fees may be paid to universities, DMS or other agencies for routine training classes conducted for employees of other agencies.

Reimbursement for registration fees and travel expenses in connection with attendance at conferences or conventions will not be paid unless:

1. The main purpose of the convention or conference is directly related to the statutory duties and responsibilities of the agency.
2. The duties and responsibilities of the traveler is related to the objectives of the convention or conference.
3. The activity provides a direct benefit supporting the work and public purpose of the person attending.

Vouchers submitted for payment of the registration fee or for a conference or convention must include a statement of the benefits to the State, a copy of those pages of the agenda that itemizes the registration fee and a copy of the travel voucher or a statement that no travel costs were incurred, if applicable. These vouchers should be scheduled as “pay and charge”.

Meals Included in Registration Fee or Provided by Hotel or Airline

When a meal is included in a registration fee, the meal allowance cannot be claimed for reimbursement, even if the traveler decides for personal reasons not to eat the meal. As provided in Attorney General Opinion 81-53, a continental breakfast is considered a meal and cannot be claimed for meal reimbursement if included in a registration fee for a convention or conference. Pursuant to s. 112.061(8)(a) 5, F.S., actual expenses for banquets and other meal functions that are not a part of a basic registration fee may be reimbursed if participation in such event will directly enhance the public purpose of the agency.



In the case where a meal is provided by a hotel or airline, the traveler will be allowed to claim the meal allowance provided by law.

Food Purchases Related Conference/Conventions/Workshops

Food purchases for a conference or convention or in connection with the rental of a meeting room for agency workshops or meetings are **prohibited** unless expressly provided by law. Also, the negotiated price for the rental of a room should not include food and beverages.

DIRECT BILLING TRAVEL CARDS

Prior approval by the Chief, Bureau of Auditing, DFS, 200 East Gaines Street, Tallahassee Florida 32399-0355 shall be obtained by agencies desiring to use direct billing travel cards. The approval request must be in writing and accompanied by a copy of the proposed contract. The proposed contract for the direct-billing travel card must include a clause stating that the State is not liable for payment.

DIRECT PAYMENT

Direct payment of travel expenses may be made in situations that result in a cost savings to the State pursuant to s. 112.061(13), F.S. Avoidance of sales tax shall not be considered a cost savings to the State. Evidence of prior approval granted by the agency head or his designee detailing the cost savings shall be included with the payment information. The payment shall be vouchered and processed in the same manner as common carrier payments. Examples of criteria for cost savings include discount for earlier payment, documented savings in processing costs or free use of a hotel meeting room if the agency has a need for such room. These vouchers should be scheduled as “pay and charge.”



Direct payment to vendors for the meals and lodging of an employee required to travel on emergency notice must be vouchered in favor of the vendor with the traveler as sub-vendor listing the traveler's name, employee ID and cost. Any required receipts along with a copy of the travel voucher must be included with the original voucher maintained at the agency. The payment information should clearly state that payments to vendors are requested due to the employee being required to travel on emergency notice.

EMERGENCY SITUATIONS

When a public officer, employee or authorized person away from his or her official headquarters on personal time is required to travel because of an emergency situation, the following shall apply:

1. The traveler may be reimbursed for travel expenses incurred by him/her in traveling from their actual point of origin to their point of destination, which may be their official headquarters.
2. If personal circumstances necessitate the traveler to return to their actual point of origin after the emergency situation has ended rather than returning to or staying at their official headquarters, the traveler may be reimbursed their travel expenses to return.

For example, an individual on personal time in California whose official headquarters is Tallahassee is required to travel back to Tallahassee because of an emergency situation. If due to personal circumstances the individual is required to travel back to California after the emergency situation has ended instead of remaining in Tallahassee, the individual may be reimbursed their travel expenses to return to California.

3. If the traveler is able to return to or remain at their official headquarters, they may only be reimbursed the excess of their necessary travel expenses for the emergency situation over what they would have incurred for their own personal convenience. Detail of the cost shall be provided showing the net cost of what the traveler would have incurred against their actual cost of returning.
4. The traveler's reimbursement request of travel expenses claimed from an actual point of origin rather than their official headquarters shall contain an explanation of the emergency situation that necessitated their travel from such point.
5. If an authorized traveler has incurred certain unrecoverable costs associated with personal plans and is unable to carry out such plans due to an emergency situation, such costs that are not recoverable may be reimbursed by the agency. Requests for reimbursement must provide the circumstances of the emergency situation.

Requests for reimbursement of the emergency situations stated above must be presented in writing to the Bureau Chief, Bureau of Auditing, DFS, 200 East Gaines Street, Tallahassee, Florida 32399-0355 prior to being vouchered for payment.



FOREIGN TRAVEL

Travel costs of authorized travelers for foreign travel should be reimbursed at the current rates as specified in the U.S. Department of State, Office of Allowances' federal publication "Per Diem Allowances for Travel in Foreign Areas" and must comply to Office of Allowances' "Standardized Regulations (DSSR)" and GSA's Office of Government-wide Policy "Federal Travel Regulations".

Rates for foreign travel shall not begin until the date and time of arrival in the foreign country from the United States and shall terminate on the date and time of departure from the foreign country to the United States.

Reimbursement allowances for lodging and meals while traveling in foreign areas are listed in the monthly publication "Maximum Travel Per Diem Allowances for Foreign Areas." The amounts listed in the column labeled "Maximum Lodging Amount" are

the maximum amounts that may be claimed for lodging. Receipts are required for reimbursement of lodging costs. If the actual lodging expense of the traveler is less than the maximum amount listed, the lesser amount will be reimbursed.

Incidental expenses must be claimed and supported as provided in s. 112.061(8), F.S., and Rule 69I-42.010, F.A.C.

Meal allowance amounts are found in the column labeled "M&IE Rate." An adjustment must be made to the amount listed in this column because this amount includes an allowance for incidental expenses. Since incidental expenses are reimbursed as stated in the above paragraph, the amount allowed for incidental expenses must be deducted from the total amount shown in the M&IE column. Receipts are not required for meal expense reimbursement. The meals and incidentals expense breakdown are located in Chapter 301-Federal Travel Regulation, Appendix B.

EXAMPLE: ROME, ITALY

Maximum Lodging Amount (lodging receipts required)	\$232
Meals and Incidental Expense (M&IE)	\$134
M&IE Rate Breakdown:	
Breakfast	\$ 20
Lunch	34
Dinner	<u>53</u>
	107
Incidentals	<u>27</u>
Total	134

The total daily allowance for meals would be:
\$134 less \$27 for incidentals = \$107

When a traveler goes from one foreign location to another, reimbursement for meals and lodging shall be based on the allowance listed for the referenced location during the meal or lodging period. For example: If the traveler departed Rome at 3:00 p.m. for Paris, the Rome allowance for breakfast and lunch would be used and the Paris allowance for dinner and lodging would be used.

The State of Florida per diem rate (currently \$80), may not be combined with reimbursement of foreign travel costs pursuant to the allowances under the federal guidelines for the same travel day. The two methods of reimbursement, state per diem and foreign allowances, cannot be claimed on the same travel day.

HOTEL AND AUTO RENTAL RECEIPTS

Itemized receipts for hotel expenses must be included as supporting documentation to the Voucher for Reimbursement of Travel Expenses when reimbursement for such expenses is being claimed for **both foreign and domestic travel**. While justification will not be required by the Bureau of Auditing in all cases where hotel expenses for in-state travel exceeds \$150 per night (room rate only), authorized travelers are reminded that the most economical use of hotel is required in all situations (in-state and out-of-state travel). Travelers should be prepared to justify situations where hotel costs appear excessive for the areas in which the traveler is staying.



When a non-traditional accommodation is used, any additional mandatory fees such as cleaning and/or service charge fees that would normally be included in a hotel stay must be added to the nightly rate to derive the per night rate.

In the event a hotel receipt is lost, and the hotel cannot provide a duplicate, the traveler shall provide a certification that the receipt was lost. The certification must include detailed hotel charges, the dates and location of travel, the name of the hotel and the city in which the traveler stayed.

Receipts for auto rental are also required when such expenses are being claimed.

INCIDENTAL TRAVEL EXPENSES

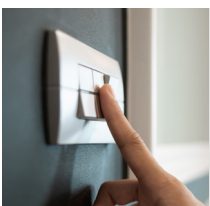
The following information shall be required with the traveler's reimbursement request when claiming reimbursement for incidental expenses pursuant to Rule 69I-42.010 F.A.C.

1. Receipts for taxi fares in excess of \$25 on a per-fare basis.
2. Receipts for storage, parking fees or tolls in excess of \$25 on a per transaction basis. Such fees are not allowed on a weekly or monthly basis unless it can be established that such method results in a savings to the State.
3. A statement that communication expenses were business related. This includes fax charges. Please note: personal telephone calls made to a traveler's family are not a reimbursable communication expense (Attorney General Opinion 75-7).
4. Receipts for dry-cleaning, laundry and pressing expenses when official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.

5. Receipts for baggage fees are required. Baggage fees for more than one bag must be justified.
6. Receipts for passport and visa fees required for official travel.
7. Receipts for necessary fees charged to purchase traveler's checks for official travel expenses.
8. Receipts for fee charged to exchange currency necessary to pay official travel expenses.
9. Receipts for costs of maps necessary for conducting official state business.
10. Receipts or canceled checks for registration fees paid by the traveler.
11. Other travel expenses may be reimbursed if deemed to be in the best interest of the State and have approval of the Bureau of Auditing.

The following do not require a receipt.

1. Tips paid to taxi drivers that do not exceed fifteen percent of the taxi fare.
2. Tips paid for mandatory valet parking not to exceed \$1 per incident.
3. Portage paid shall not exceed \$1 per bag not to exceed \$5 per incident. Portage charges exceeding \$5 per incident will require additional justification. Examples of an incident will be if the traveler's bags are taken into the airport from the vehicle, then are carried from the airport to the vehicle upon reaching the destination, etc. The number of bags must be included on the travel reimbursement request.
4. Photocopy charges that are business related.



Hotel safe charges are reimbursable by state funds only if the charges are mandatory by the hotel.



Expenses related to lost keys or keys locked in a vehicle due to employee negligence are not reimbursable from public funds.



Limousine services should not be used instead of taxi service unless it can be shown that it is the most economical method.

MEALS, FOOD, BEVERAGES, AND TRAVEL EXPENSES FOR EMERGENCY OPERATION AND RELIEF STAFF DURING TIMES OF DISASTER/EMERGENCY ASSISTANCE

The standardized language in the Governor's Executive Order provides the State Coordinating Officer with the discretion to approve the suspension of s. 112.061, F.S., to the extent that the suspension is related to the delivery of disaster/emergency assistance. Under the suspension, the State Coordinating Officer is provided with the discretion to purchase meals, food, and beverages for the staff operating the Emergency Operation Center on a 24- hour basis during an emergency. The State Coordinating Officer's decision to approve the suspension of s. 112.061, F.S., must be made only after consultation with the Governor or his authorized staff.



Following the suspension of s. 112.061, F.S., each agency should adhere to the following guidelines:

1. The food service should not exceed the per diem amounts and the service should be carefully controlled.
2. Each agency head should be allowed to determine when food should be made available to the agency's workers.
3. Each agency is responsible for the payment of its bills and seeking federal reimbursement.
4. In order to insure the workers' health, all catered food should be from a licensed establishment meeting health inspection standard.

These guidelines are flexible depending upon the facts of each emergency. The agency head must approve any departure from the guidelines.

PER DIEM AND SUBSISTENCE ALLOWANCES

Computation of Travel for Reimbursement

For purposes of calculating the per diem and subsistence allowances provided in s. 112.061(6), F.S., the following guidelines are prescribed:

1. Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
2. Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
3. Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are NOT authorized to be reimbursed or paid from State Appropriations.

SUBSISTENCE ALLOWANCE IS AS FOLLOWS:

Breakfast

\$6.00

When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch

\$11.00

When travel begins before 12 noon and extends beyond 2 p.m.

Dinner

\$19.00

When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.



Class C Allowances – Taxable Income

When provided for in statute, Class C travel meal allowance is defined as taxable income and must be shown as a separate item on the travel voucher. Employee Class C travel should be deducted from the total claimed and processed through the Bureau of State Payrolls via the employee travel function of the State Payroll System.

Calculation of Per Diem and Subsistence Allowances

Allowable rates for per diem are provided for in s. 112.061 (6), F.S. All claims for per diem and subsistence must be within the limitations set forth in this section of the statutes. All travelers are allowed the authorized per diem for each day of travel or if actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061 (6) (b), F.S., plus actual expenses for lodging at a single occupancy rate. Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Volunteer Travel Allowances

See “**Volunteers.**”

Per Diem or Subsistence Allowance – Mileage Limitations

A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the agency head.

Reimbursement of Travel Expenditures by Individuals with Disabilities

When a payment reimbursement request is made for travel expenses in excess of those ordinarily authorized pursuant to s. 112.061, F.S., and Rule 69I-42, F.A.C., and such excess travel expenses were incurred to permit the safe travel of an individual with disabilities, those excess expenses will be paid to the extent that the expenses were reasonable and necessary to the safe travel of the individual. All claims for reimbursement shall be submitted in accordance with the instructions in the “Americans with Disabilities Act” section of this reference guide.



TRANSPORTATION



GENERAL

Transportation expenses incurred in connection with the performance of an activity, which serves a public purpose authorized by law to be performed by the agency, may be paid directly to common carriers or to individual travelers. The traveler must use the most direct route from the traveler's headquarters, unless it can be demonstrated that travel from another location is more economical. If the traveler uses an indirect route for his/her convenience, any extra cost must be borne by the traveler. The agency head should designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
2. The most efficient and economical means of travel (considering time of the traveler, cost of transportation and per diem or subsistence required).
3. The number of persons making the trip and the amount of equipment being transported. If the class of travel is other than the most economical method of travel, the agency head must authorize the expense in writing and describe the circumstances requiring such travel. This documentation shall be attached to the travel voucher.

COMMON CARRIER

Travelers whose transportation is by common carrier shall make use of any state term aircraft or auto rental contract which may be in effect at the time. Failure to use state term contracts will require justification to be provided with the reimbursement information. Justification must be as allowed by the state term contracts.

Aircraft travel for which a state term contract does not exist must be the most economical rate and class available. Exceptions will be allowed only when fully justified. Any cost in excess of state term contracts that is not fully justified will be borne by the traveler. Travelers will not be reimbursed for use of a car larger than the B-car class on the rental car contract because of the size or stature of the individual unless the requirements of the ADA are met.

HYBRID CAR RENTALS

Agency heads or their designees may authorize the rental of hybrid cars for official travel when it has been determined to be the most economical method of travel. Each agency should develop a written policy for determining when the use of hybrid cars is appropriate. Documentation must be retained on file at the agency to support the agency's decision.

DIRECT BILLING – COMMON CARRIER

Common carrier charges may be billed directly to the agency pursuant to Rule 691-42.007(6), F.A.C., or the traveler may pay his or her common carrier charges and request reimbursement. Request for reimbursement of common carrier charges billed directly to the agency shall be vouchered separately by the agency in favor of the vendor with the traveler as sub-vendor (pay and charge voucher). The traveler's employee ID, name and cost of common carrier transportation shall be listed separately and properly object coded. Sufficient information must be included with the original voucher maintained by the agency, which relates to the common carrier charges. Common carrier charges paid by the traveler shall be included on the traveler's reimbursement request.

DISCOUNTED AIRLINE TICKET AND TICKET CANCELLATION AND EXCHANGE PENALTY TICKETS

Penalties for cancellation of discounted airline tickets may be paid from state funds only if the cause for cancellation is in the best interest of the State. The cost of unused nonrefundable tickets or cancellation penalties incurred are allowable for the convenience of the State and if the traveler has to cancel a trip due to illness of the traveler or death of a member of the traveler's immediate family, for which an employee is authorized to use sick or administrative leave. For non-employees, the cost of non-refundable tickets or cancellation penalties may be



paid in circumstances which the traveler would have been authorized to use sick or administrative leave if they had been a state employee. If a ticket is canceled for the convenience of the traveler, the cancellation penalty may not be reimbursed from state funds. Agencies and travelers should carefully evaluate the circumstances and risk of cancellation prior to purchase of discounted tickets.

Vouchers submitted for payment of unused nonrefundable tickets, cancellation penalties or exchange penalties must include documentation indicating that the costs were necessarily incurred in conducting state business or the costs were incurred

because of the illness of the traveler or the illness or death of a member of the traveler's immediate family. Documentation verifying that the unused ticket has been submitted to the agency must also be included in the voucher requesting payment.

LOST AIRLINE TICKETS

Charges related to lost airline tickets are only allowable if the agency provides justification as to why the expenditure is necessary in order for the agency to carry out its statutory responsibilities. Tickets lost because of employee negligence are not considered allowable charges against the State.

METHOD AND CLASS OF TRAVEL

When the class of travel approved by the agency head is other than the "most economical class of transportation", the approval must come from the agency head as defined in Section 112.061(2)(b), Florida Statutes, and may not be delegated. A letter signed by the agency head authorizing the class of travel and describing the circumstances requiring such travel shall be attached to the travel voucher.

Agency heads should consider all travel alternatives when deciding the most economical class of transportation in carrying out the business of the agency. This could include arriving a day early in lieu of incurring the higher class of airfare.

OVERBOOKING OR OTHER ACTION BY A COMMON CARRIER

If additional costs are incurred by a traveler due to overbooking or any other action of an airline or other common carrier and the traveler chooses to have such cost paid directly or indirectly by the State, then any compensation, in whatever form, received by the traveler from the common carrier for his inconvenience, shall accrue to the benefit of the State. In such instances, if the traveler is allowed to elect the form of compensation, the decision shall be based on the best interest of the State. In determining if additional costs are incurred in such situations, the compensation to the traveler (overtime pay, etc.), if applicable, as well as travel costs (additional per diem, meals, lodging, etc.) must be taken into consideration.



If no additional costs are incurred or the additional costs are borne by the traveler, then any compensation from the common carrier for the traveler's inconvenience shall accrue to the traveler.

TRANSPORTATION – PRIVATELY-OWNED VEHICLES

Agency heads may authorize the use of privately-owned vehicles for official travel in lieu of publicly-owned vehicles or common carriers. The traveler is entitled to a mileage allowance at a fixed rate of 44.5 cents per mile. When calculating mileage reimbursement, the amount must be rounded down. Reimbursement for expenditures relating to the operation, maintenance and ownership of a vehicle shall not be allowed when privately-owned vehicles are used on public business.



When the class of travel approved by the agency head is other than the "most economical class of transportation", the approval must come from the agency head as defined in Section 112.061(2)(b), Florida Statutes, and may not be delegated. A letter signed by the agency head authorizing the class of travel and describing the circumstances requiring such travel shall be attached to the travel voucher. Agency heads should consider all travel alternatives when deciding the most economical class of transportation in carrying out the business of the agency. This could include arriving a day early in lieu of incurring the higher class of airfare.

Travelers shall not be paid a mileage allowance for travel between their residence and their headquarters or regular work location (See Attorney General Opinion 82-34). If travel begins more than one hour before or one hour after the traveler's regular work hours, the point of origin may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.

MILEAGE ALLOWANCES



TRAVELERS GRATUITOUSLY TRANSPORTED

Mileage or transportation expenses allowed or allowable are intended to reimburse travelers for expenses incurred in conducting official state business. Therefore, no traveler who is entitled to mileage or transportation expense shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another traveler. The traveler's payment information shall indicate complimentary travel.

TRAVELERS PILOTING PERSONAL OR RENTED AIRCRAFT

If a traveler is piloting his/her own aircraft, he/she may claim either the mileage rate specified in s. 112.061 (7), F.S., or the lesser of the state contract fare and the most economical commercial direct airfare available for the same trip.

If a rented aircraft is used, and additional travelers are passengers on the aircraft, the pilot may be reimbursed for the lesser of the actual cost to rent the aircraft or the total of the airfare that would have been paid by the pilot and the passengers for the most economical commercial direct airfare for the same trip.

In both situations, if there is no state contract fare and no direct commercial airfare available between the points of travel, reimbursement is limited to the mileage rate specified in s. 112.061 (7), F.S., or the most economical commercial airfare closest to the point of origin and the point of destination.

PASSENGER ON PRIVATE AIRCRAFT

A passenger on a private aircraft may be reimbursed for the actual amount charged and paid up to:

- The mileage rate specified in s. 112.061 (7), F.S., or the lesser of the state contract fare or the cost of the most economical direct commercial airfare available for the trip. If no direct commercial flight is available, the most economical commercial airfare closest to the point of origin and the point of destination may be used.
- A traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of the lesser of the state contract fare and the most economical direct commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight. If there is no state contract fare and no direct commercial flight, then reimbursement may be up to the most economical commercial flight closest to the point of origin and the point of destination.



RENTED AIRCRAFT

If a rented aircraft is used, the reimbursement claimed by any traveler on the aircraft may not exceed a pro rata share of the actual cost of renting the aircraft and the reimbursement is subject to the limitations provided in subsections (II) and (III) of this section.

The most economical direct airfare means a commercial flight between the same points of travel as a private flight. For example, if a rented aircraft is traveling from Miami to Tampa, then the traveler would be entitled to reimbursement up to the amount of the most economical commercial flight from Miami to Tampa.

MONTHLY MILEAGE ALLOWANCES

Agency heads may grant monthly allowances in fixed amounts for use of privately owned vehicles on official business in lieu of individual trips. Such allowance may be changed at any time and shall be made on the basis of a signed statement of the traveler filed before the allowance is granted or changed, or at least annually thereafter. The statement must show the places and distances for an average typical month's travel on official business, and the amounts that would be allowed under the approval rate per mile for the travel shown on the statements, if payment had been made based upon 44.5 cents per mile. A copy of the average typical months travel must be submitted with each request for payment of the monthly allowance. These payments must be directed to the Bureau of State Payrolls.

TRAVEL ADVANCES



ADVANCE REQUESTS

Advances may be made or authorized by an agency head or his designee to cover anticipated costs of travel for travelers who have not been assigned the use of a State P-Card. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his/her duties. A travel advance may not exceed 80 percent of the estimated travel expense payable to the traveler. An exception may be made to take advantage of a substantially



discounted common carrier ticket. The travel advance may be an amount equal to 100 percent of the cost of the substantially discounted ticket plus 80 percent of the remaining estimated travel expenses. Other exceptions to the 80 percent restriction may be made if approved by the Bureau of Auditing. Requests for such approval must be in writing and must clearly demonstrate that the increased travel advance is in the best interest of the State. Approval will be in writing and must be included as documentation in the travel advance request for payment.

Travel advances shall not be requested earlier than 10 workdays before the travel period begins unless the traveler can provide justification of circumstances that may make this necessary. It is the responsibility of the authorizing agency to ensure that the traveler does not have more than one outstanding advance at any time. Some exceptions to having more than one outstanding advance include discounted airline tickets and multiple advances for extended trips.

APPLICATION FOR ADVANCE ON TRAVEL EXPENSES

The Application for Advance on Travel, Form DFS-AA-25, or other approved form, shall be used by all state officers, employees and authorized persons when requesting an advance for travel expenses to be incurred. This form is available at <https://www.myfloridacfo.com/Division/AA/Forms/default.htm>.

TRAVEL ADVANCE SETTLEMENT

The traveler must complete a travel reimbursement voucher form when the travel period has ended and submit it to the authorizing agency within ten workdays of the traveler's return to headquarters. The travel reimbursement request shall reference the statewide document number of the original advance. The travel expenses payable to the traveler shall be reconciled to the travel advance. If the travel advance exceeds the actual amount payable, then the traveler

shall reimburse the agency within ten workdays of their return to headquarters. If the amount payable to the traveler exceeds the travel advance, the traveler shall receive the net amount owed in the form of a warrant from the agency.



Travel advances made from an approved revolving fund must be settled through the revolving fund. The revolving fund shall not be reimbursed for the advance until the advance has been settled pursuant to Rule 69I-23.005(4)(e), F.A.C.

TRAVEL FORMS



Section 112.061(11), F.S., requires DFS to provide uniform Travel Authorization and Voucher Reimbursement forms. Rule 69I-42.003(3), F.A.C., provides for the use of the Application for Advance on Travel Expenses. All officers, employees and authorized persons must use the forms authorized or furnished by DFS or DFS approved automated systems when requesting authorization to attend a conference or convention, an advance for travel, or reimbursement of travel expenses. Agencies desiring to use an alternative form or automated system to meet the unique needs of the agency shall first obtain the approval of the Bureau of Auditing. However, forms or systems must comply with the requirements of s. 112.061(11), F.S. Requests shall be submitted to:

Department of Financial Services
Bureau of Auditing
200 East Gaines Street
Tallahassee, Florida 32399-0355

THE AUTHORIZATION TO INCUR TRAVEL EXPENSE



Travel authorization shall be completed for each person requesting approval for the performance of travel to a conference or convention on the approved Form DFS-AA-13 (available at <https://www.myfloridacfo.com/Division/AA/Forms/default.htm>) or other approved form or means. It is not necessary to submit the travel authorization to the Bureau of Auditing. A statement disclosing the benefits to the State must be included with the information submitted to the Bureau of Auditing for reimbursement of expenses incurred in connection with a conference or convention. All travel authorization requests shall contain evidence of approval by the agency head or his or her designee.



THE VOUCHER FOR REIMBURSEMENT OF TRAVEL EXPENSES

The request for reimbursement of travel expenses must be made on the approved form DFS-AA-15 (available at <https://www.myfloridacfo.com/Division/AA/Forms/default.htm>) or other approved means (i.e., computer file). All travel reimbursement requests submitted for reimbursement shall include evidence of approval by the official authorizing the travel. The traveler and the official authorizing the travel must sign the travel voucher either manually or by electronic means. Travel vouchers on file at the agency must contain original signatures in written or electronic form. When using the electronic format, each agency is responsible for ensuring that the internal controls are effective so that the traveler and the individual approving the voucher are the actual individuals.

In the effort to reduce identity theft, state agencies are authorized, at their discretion, to omit an authorized traveler's social security number (SSN) on the Voucher for Reimbursement of Travel Expenses. The agency must ensure procedures and security measures are in place to correctly identify the authorized traveler. The taxpayer's employee identification number is required for entering the transaction into the State's accounting system (Florida Accounting Information Resource-FLAIR).



PURCHASING CARD TRANSACTIONS — TRAVEL

AIRLINE TICKETS

Agencies may process purchasing card transactions for airline ticket in advance of the completion of the cardholder's travel.

CONVENIENCE FEES – TOLLS

The agency may pay the convenience fee related to a rental car tolling service only if the following conditions are met:

1. an agency supplied transponder was not available to the traveler;
2. the toll was paid at a toll plaza that did not accept cash.

Documentation must be maintained in the agency's file to support the payment of the convenience fee.

CO-TRAVELER'S TRAVEL COSTS

An account holder shall not use his/her purchasing card to pay for any travel expenses incurred by anyone other than the cardholder or allow another individual to use his/her purchasing card to pay for such expenses. (For example: a cardholder cannot use his/her purchasing card to pay for travel expenses or make airline/hotel/car rental reservations for another employee.)

However, an account holder can place a co-traveler's travel expenses on his/her purchasing card if the co-traveler's purchasing card has been ordered, but not yet been issued. The appropriate information shall be properly recorded in WORKS, so the individual travel costs can be associated with the cardholder and the co-traveler. The cardholder's employee ID number must remain in the "sub-vendor" field. The detail information can be recorded as line items so individual travel expenses can be distributed for the cardholder and co-traveler as follows:

- The travel expenses in the individual "amount" fields,
- The travelers' names in the individual "description" fields,
- The purpose of the trip in the individual "commodity description" fields

The total transaction will appear under the cardholder's name in WORKS; however, the distribution of the transaction will be in the information warehouse to identify the individual travel costs.

MULTIPLE REGISTRATION FEES

Attendees' registrations should be separate transactions, even if the registrations are paid with the same purchasing card. However, if a vendor charges multiple registration on one transaction, the account holder or approver should distribute the transaction in WORKS. The attendee's name is required in the "description" field and the name of the conference/convention/trainer is required in the "commodity description" field. These details will be in the information warehouse to ensure the integrity of the State's accounting records. If there are more than 20 co-attendees, a journal entry must be made in the State's accounting records to appropriately associate the registrations with the attendees.



TRAVEL VOUCHERS

See "Agreements for Services – Vendors."



VOLUNTEERS

A volunteer is a person who, of his or her own free will, provides goods or services to any state agency or nonprofit organization with no monetary or material compensation. Every state agency, through the agency head, is authorized to recruit, train, and accept the services of volunteers to assist in programs administered by the agency.

The following sections in the Florida Statutes provide specific information regarding volunteers:

Section 110.501, F.S. - Definitions of volunteer types.

Section 110.502, F.S. - Information on the status of volunteers.

Section 110.503, F.S. - Responsibilities of agencies using the services of volunteers including recognition of volunteers. Please see the "Awards-Volunteer Recognition" section of this Guide for additional information on volunteer recognition

Section 110.504, F.S. - Volunteer benefits.



VOLUNTEER SCHEDULE

GENERAL

Invoices to be submitted to the Chief Financial Officer for payment must be scheduled by the agency wishing to make payment using a standard voucher format prescribed by the Department of Financial Services and the Chief Financial Officer. The voucher schedule must be signed by an authorized individual as evidenced by an Authorized Signature Card (form #DFS AA-29) on file with the Bureau of Auditing.

Blank cards may be requested from:

**Department of Financial Services
200 East Gaines Street
Bureau of Auditing
434 Fletcher Building
Tallahassee, FL 32399-0355
Ph. 850-413-5512**



**DIVISION OF ACCOUNTING AND AUDITING
BUREAU OF AUDITING**

200 East Gaines Street
Tallahassee, FL 32399-0318

(850) 413-5510



The State of Florida

Department of Management Services

Request for Proposals (RFP)

RENTAL VEHICLES

RFP No. 01-78111808-D

Joel Atkinson, Procurement Officer

Department of Management Services

4050 Esplanade Way, Suite 360.3Z

Tallahassee, Florida 32399-0950

(850) 487-0758

Joel.Atkinson@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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Attachments

Contract Exhibit A – Statement of Work

Contract Exhibit B – Draft Contract

Contract Exhibit C – Special Contract Conditions

Attachment A – Experience Proposal Instructions

Attachment B – Technical Proposal Instructions

Attachment C – Price Sheet

Attachment D – Vendor Information Form

Attachment E – Additional Information Proposal Instructions

1 Introduction

The State of Florida (State), Department of Management Services (Department or DMS), is issuing this Request for Proposals (RFP) to establish a State Term Contract (STC) for rental vehicles. The Department invites interested vendors to submit Proposals in accordance with this RFP. The purpose of this solicitation is to replace the current STC No. 78111808-15-1, Rental Vehicles, for use by Customers. The Department intends to award a Contract to up to three (3) vendors, for all or part of the work contemplated by this RFP. However, the Department reserves the right to award a Contract to more than three (3) vendors or no vendors, for all or part of the work contemplated by this RFP, as determined to be the most advantageous to the State.

The annual spending volume for rental vehicles in calendar year 2019 was approximately \$37.8 million. This estimated volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases under a contract, if any are awarded pursuant to this RFP.

This solicitation and all agency decisions regarding, including any changes to, this solicitation will be posted on the Vendor Bid System (VBS). Respondents, Vendors, and other interested parties are responsible for monitoring the VBS for information regarding procurement opportunities and decisions and other matters relating to this procurement. Respondents must submit Proposals and any questions regarding this solicitation through MyFloridaMarketPlace (MFMP) Sourcing. Additional information about submitting a Proposal can be found in Section 3, Instructions. Respondents interested in submitting a Proposal to this solicitation must comply with the terms and conditions described in this RFP.

1.1 Objective

The Department's objective in issuing this solicitation is to establish a STC, as defined by section 287.012(28), Florida Statutes (F.S.), for rental vehicles. At a minimum, the Department anticipates contracting with a Respondent(s) who will:

- Provide a reliable and easily accessible vehicle reservation system that is available via telephone, internet, or in person at the Contractor's rental locations.
- Ensure that vehicles are available at the time and location specified in the reservation.
- Provide clean, mechanically sound, roadworthy vehicles, with a full tank of gas to Renters within thirty (30) minutes of arrival at a rental location.
- Provide emergency assistance to resolve the issue or replace an impaired vehicle within two (2) hours of initial notification.
- Process vehicle returns quickly and provide Renters with a detailed receipt.
- Timely and accurately provide invoices and receipts.
- Treat Customers and Renters with respect.

Complete and detailed information regarding the required services can be found in Contract Exhibit A, Statement of Work.

1.2 Timeline of Events

The table below contains the timeline of events for this solicitation. However, the dates and times within the table are subject to change. All changes to the Timeline of Events will be made through an addendum to the solicitation posted to the VBS and added to the solicitation in MFMP Sourcing. It is the responsibility of the Respondent to check for any changes on VBS.

Respondents shall not rely on the MFMP Sourcing time clock. It is not the official submission date and time deadline. The official solicitation dates and deadlines are reflected in the Timeline of Events listed below.

Event	Time	Date
Solicitation Notification posted on the VBS and in MFMP Sourcing		03/24/2020
Written Question Submission Deadline (must be submitted in MFMP Sourcing)	12:00 PM EST	04/07/2020
Anticipated Date of Q&A Addendum posted on VBS		04/21/2020
Solicitation opens in MFMP Sourcing in Open Status and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/22/2020
Proposals Due in MFMP Sourcing	1:00 PM EST	05/05/2020
Public Meeting: Proposal Opening Non-Mandatory for Respondents Rm 360K, Dept. of Management Services 4050 Esplanade Way, Tallahassee, FL 32399	1:01 PM EST	05/05/2020
Proposal Evaluation Period		05/18/2020- 06/15/2020
Anticipated date to post Notice of Intent to Award on VBS		06/30/2020
Anticipated Contract Start Date		07/15/2020

1.3 Contract Term

The initial term of the contract resulting from this solicitation will be five (5) years. Upon written agreement, the contract may be renewed in whole or in part, in accordance with section 287.057(13), F.S., for up to five (5) years. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

1.4 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code (F.A.C.), Contract Exhibit C, Special Contract Conditions, Contract Exhibit A, Statement of Work, and the [PUR 1001](#) form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

1.4.1 Contract – The binding agreement between the Department and the Contractor that results from this competitive procurement.

- 1.4.2 Contractor** – The responsive and responsible Respondent(s) awarded a Contract pursuant to this solicitation.
- 1.4.3 Proposal** – A Respondent's formal submission in response to this RFP.
- 1.4.4 Respondent** – A Vendor who submits a Proposal to this solicitation.
- 1.4.5 Vendor** – A person or entity that may provide or is providing commodities or contractual services under a purchase order or contract.
- 1.4.6 Vendor Bid System (VBS)** – The State bidding system developed in accordance with section 287.042(3)(b)2., F.S. The Vendor Bid System may be accessed by visiting http://www.myflorida.com/apps/vbs/vbs_main_menu.

1.5 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.6 Commodity Codes

The commodity code used for this solicitation and the Contract is 78111808 United Nations Standard Products and Services Codes (UNSPSC).

1.7 Procurement Officer

The Procurement Officer named below is the sole point of contact for information regarding this solicitation.

Joel Atkinson, Purchasing Analyst Supervisor
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: 850-487-0758
Email: joel.atkinson@dms.myflorida.com

Pursuant to section 287.057(23), F.S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL.

1.8 Department's Rights to Reject Proposals

The Department may reject any Proposal not submitted in the manner specified by this solicitation. Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation

or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words “should” or “may” indicate desirable attributes or conditions but are permissive in nature. Where terms such as “must,” “shall,” “will,” and “is required” are used, the attribute or condition is a requirement.

The Department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so. Material deviations cannot be waived. A deviation from a requirement or condition is material if, in the Department’s discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the Department.

1.9 False or Erroneous Information

The Department will only evaluate Responsive Proposals, as defined in section 287.012(27), F.S.

A Respondent who submits false or erroneous information may be deemed non-responsive or not responsible and not awarded a Contract.

If the Respondent’s Proposal is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action permitted by law.

1.10 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda to the solicitation, if any (in reverse order of issuance)
2. Draft Contract (Contract Exhibit B)
3. Statement of Work (Contract Exhibit A)
4. Special Contract Conditions (Contract Exhibit C)
5. This RFP and any other RFP attachments

2 Solicitation Overview

2.1 Governance

The solicitation is governed by Florida law, including chapters 287 and 120, F.S., and Rule Chapters 60A-1 and 28-110, F.A.C.

2.2 Pre-Proposal Conference

A pre-Proposal conference will not be held for this solicitation.

2.3 Public Opening

Proposals will be opened on the date and at the time and location indicated in Section 1.2, Timeline of Events. Respondents are not required to attend. The Department does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1)(b), F.S.

2.4 Vendor Questions

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through the MFMP Sourcing application. Vendors who 'Join' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in the MFMP Sourcing application during the Preview Status until the Question Submission Deadline listed in Section 1.2, Timeline of Events. For more information about MFMP registration, see Section

The following text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 3.1, General Instructions:

Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. Answered questions will be published in a manner that all Respondents will be able to view. Respondents shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each Respondent is responsible for monitoring the VBS for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's Procurement Officer. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in Paragraph 20 of the PUR 1001.

Vendors are strongly encouraged to raise any questions or concerns they may have regarding this RFP, including the proposed Contract terms and conditions, in accordance with the Timeline of Events.

2.5 Question and Answer (Q&A) Addendum

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department.

The purpose of the Q&A addendum is to assist the Department in "...assuring the Vendor's full understanding of the solicitation requirements," in accordance with section 287.057(2), F.S., by providing Vendors with written answers to questions about the solicitation.

2.6 Addenda

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the VBS and within MFMP Sourcing. It is the Vendor's responsibility to check the VBS and MFMP Sourcing for any changes to a solicitation.

2.7 Protest of Agency Decision

Anyone desiring to protest an Agency Decision shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in section 120.57(3), F.S., and Rule Chapter 28-110, F.A.C.. Protests may be filed by courier, hand delivery, or U.S. mail. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. The Procurement Officer should be copied on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one (1) percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S.

2.8 Contract Formation

The Department may issue a Notice of Intent to Award to one or more responsive and responsible Respondent(s). However, no Contract shall be formed between a Respondent and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into Contract(s) with Respondent(s) pursuant to the Section 5.3, Basis of Award. No additional documents submitted by a Respondent shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Respondent after submission of the Proposal, the additional documents shall not be considered for the Basis of Award.

The final Contract will be composed of the following:

- Contract Exhibit B: Draft Contract
- Contract Exhibit A: Statement of Work
- Contract Exhibit C: Special Contract Conditions
- Contract Exhibit D: Contractor's Submitted Technical Proposal
- Contract Exhibit E: Contractor's Submitted Price Sheet
- Contract Exhibit F: Contractor's Submitted Additional Information Proposal

Please note: Any outstanding transaction fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any Contract.

2.9 Proposal Contents

The Respondent's Proposal shall be organized and submitted using the MFMP Sourcing application as directed in Section 4, Respondent Submission, of this solicitation. Respondents should complete each section entirely and properly submit their Proposals in the MFMP Sourcing application.

2.10 Revision or Withdrawal of Proposal

Respondent is responsible for the content and accuracy of its Proposal. A Respondent may modify or withdraw its Proposal in MFMP Sourcing at any time prior to the Proposal due date as specified in Section 1.2, Timeline of Events.

2.11 Cost of Proposal Preparation and Independent Preparation

The costs related to the development and submission of a Proposal to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate, or agree with any other Respondent as to any matter related to the Proposal each is submitting. Additionally, a Respondent shall not induce any other person to modify, withdraw, submit, or not submit a Proposal.

3 Instructions

This section contains the incorporation of the PUR 1001, General Instructions to Respondents, and special instructions relevant to this solicitation. In the event any conflict exists between the special instructions and the general instructions, the special instructions shall prevail.

3.1 General Instructions

PUR 1001, General Instructions to Respondents, as modified by this RFP, is incorporated by reference and may be downloaded and viewed by clicking on the following link: [PUR 1001](#).

3.2 Special Instructions

3.2.1 Sections 4, 5, 9, and 14 of the PUR 1001 are superseded and replaced in their entirety as follows:

Section 4. Terms and Conditions

All responses are subject to the terms of this solicitation, which, in case of conflict, shall have the order of precedence listed in Section 1.10, Order of Precedence for Solicitation.

The Department shall not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Section 5. Questions

Questions shall be submitted in accordance with Section 2.4 of this solicitation.

Section 9. Respondent's Representation and Authorization

In submitting a response, each Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The person signing the response has direct knowledge of the financial condition and operations of the Respondent.
- To the best of the knowledge of the person signing the response, the Respondent has financial resources sufficient to pay its immediate, short-term, and long-term obligations and remain in business over the life of the Contract.
- To the best of the knowledge of the person signing the response, the Respondent's operations generate income which exceeds Respondent's operating expenses.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors,

officers, and employees of the Respondent and its affiliates of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:

- o Is presently indicted, or within the preceding three (3) years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- o Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or default.

- The products and services offered by the Respondent conform to the specifications without exception.

- The outcome of any and all resolved and pending civil, criminal, or administrative actions, or settlements, will not adversely affect the Respondent's ability to perform under the Contract.

- The Respondent has the capacity to provide the services as specified in the Contract document, including all exhibits, and the services offered by the Respondent will conform to the specifications without exception.

- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

- If an award is made to the Respondent, the Respondent agrees that it will execute the Contract which comprises the response and the terms and conditions of the solicitation, including attachments.

- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the response.

- The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its response.

- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the response. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Respondent non-responsive or not responsible based on any information provided in, or omitted from, the certifications of this section.

Section 14. Firm Response

The Department may make an award within ninety (90) days after the date of the response opening, during which period responses shall remain firm and shall not be withdrawn. If

award is not made within ninety (90) days, responses shall remain firm until the Department enters into a Contract or the Department receives written notice from the Respondent that the response is withdrawn.

3.2.2 Submitting a Proposal

Respondents shall submit their questions and Proposals electronically via MFMP Sourcing and enter all attachments and documents electronically in the MFMP Sourcing application during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Vendors must 'Join' the MFMP Sourcing event and answer the Mandatory Requirement Questions in order to be able to submit a Proposal.

MFMP Sourcing Attachments: File Naming Convention: Attachments submitted in MFMP Sourcing should be similar to the following file naming conventions:

JohnDoeLLC_OrganizationalResponse.pdf
JohnDoeLLC_Experience Proposal.pdf
JohnDoeLLC_Contract Exhibit D Technical Proposal.pdf
JohnDoeLLC_Contract Exhibit E Price Sheet.xlsx
JohnDoeLLC_Contract Exhibit F Additional Information Proposal.pdf

The Respondent is responsible for submitting its Proposal in MFMP Sourcing by the date and time specified in Section 1.2, Timeline of Events.

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

3.2.3 Transaction Fees

All payments issued by Customers to registered Vendors for purchases of commodities or contractual services shall be assessed transaction fees per section 287.057(22), F.S. The awarded Vendor(s) shall pay the transaction fees and agree to automatic deduction of the transaction fees, when automatic deduction becomes available. The awarded Vendor(s) shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments shall be subject to audit. Failure to comply with the payment of the transaction fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State.

3.2.4 Additional Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the clarifying information or documentation as requested may result in the Proposal being deemed non-responsive.

3.2.5 No Alternate Proposals

Each Respondent may submit only one (1) Proposal. To increase fleet size and the number of rental locations, each Respondent may, and is encouraged to, offer multiple Brands in its Proposal and shall include the name of the Brand and a description of its offerings. The Respondent will be responsible for compliance and performance of its Brands if awarded a Contract.

3.2.6 Redacted Submission

This subsection supplements Section 19, Public Records, of the PUR 1001.

If the Respondent considers any portion of the material submitted in response to this solicitation to be trade secret or otherwise confidential under Florida or federal law (Confidential Information), Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Proposal. For each portion of material redacted, the Respondent must briefly describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, F.S., sealed Proposals received by the Department pursuant to a competitive solicitation are exempt from public records requests until such time as the Department provides notice of an intended decision or until thirty (30) days after opening the Proposals, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will notify the Respondent of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the request or demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are Confidential Information. If a Respondent fails to submit a redacted copy of Confidential Information in accordance with this section, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for these records.

3.2.7 Price Sheet Instructions

Respondents must fully complete and upload an electronic copy of Attachment C, Price Sheet, into the MFMP Sourcing application.

Do not convert to PDF or another file format or scan Attachment C, Price Sheet.

Do not change or alter Attachment C, Price Sheet, other than inserting proposed prices.

Do not use a different price sheet or create your own price sheet.

Do not leave any cells blank on the price sheet.

Respondents **must** comply with the requirements of Section 4.1.2, Required Documentation.

4 Respondent Submission

This section contains the substantive requirements of the requested Proposal. Respondents shall answer all mandatory questions and submit all documentation requested as part of this section in accordance with the instructions presented for each subsection.

4.1 Responsiveness Requirements

Respondents must comply with all mandatory requirements set forth in this section in order for their Proposals to be evaluated for award. The Department will not evaluate Proposals from Respondents that answer "No" to any of the Mandatory Requirements Questions in the table below or that fail to upload Attachment C, Price Sheet, completed in accordance with the instructions. The substance of Respondents' Experience Proposal and Technical Proposal will be scored during the evaluation phase and will not be considered for the determination of responsiveness.

The Procurement Officer will review Respondent's answers to the Mandatory Requirement Questions and Respondent's required documentation, the Price Sheet, to determine if the Respondent is responsive, as defined in section 287.012(27), F.S. Respondents that fail to provide all required information shall be deemed non-responsive.

4.1.1 Mandatory Requirement Questions

Respondents shall submit a Yes/No response to each of the following Mandatory Requirement Questions within MFMP Sourcing. Respondents must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. A submission of a "Yes" response certifies a Respondent's conformance with the Mandatory Requirement Question.

RESPONDENTS THAT ANSWER "NO" OR FAIL TO PROVIDE A RESPONSE TO ANY OF THE MANDATORY REQUIREMENT QUESTIONS WILL BE CONSIDERED NON-RESPONSIVE VENDORS AND THEIR PROPOSALS WILL NOT BE EVALUATED.

Mandatory Requirement Questions	
Question 1	Does the Respondent certify that it has confirmed with its Brand(s) that the Brand(s) offered in Respondent's Proposal do not appear in any other Proposal to this RFP?
Question 2	Does the Respondent certify that its Proposal, including any offered Brand(s), includes at least 200 rental locations throughout Florida? For purposes of this question, rental locations must comply with Sections 21, 22 and 23 of Contract Exhibit A, Statement of Work.
Question 3	Does the Respondent certify that it has a current and active registration with the Florida Department of State, Division of Corporations, or, if awarded a Contract, it will have a current and active registration prior to execution of the Contract?
Question 4	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor, as defined in Sections 7 and 8 of the PUR 1001 ?
Question 5	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List pursuant to section 215.473 , F.S., is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473 , F.S., is not on the Scrutinized Companies that Boycott Israel List pursuant to section 215.4725, F.S., and is not participating in a boycott of Israel?
Question 6	Does Respondent certify that it is not on the Suspended Vendor list, pursuant to Rule 60A-1.006, F.A.C.? Click on this link to confirm: lists

Question 7

Does Respondent certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited to Section 3.2.1?

4.1.2 Required Documentation

Respondents must upload an electronic copy of Attachment C, Price Sheet, into the MFMP Sourcing application in accordance with Section 3.2.7. The submitted Price Sheet must:

Be fully completed, including pricing for all vehicles listed in the contracted Classes (in-state and out-of-state); emergency management rates; and one-way mileage fees for out-of-state rentals over 700 miles.

Include firm prices. Do not submit a Price Sheet with any of the following: "\$0.00," "zero," "N/A," empty cell, or any other response that is not a firm price.

Price Sheets not provided in accordance with this subsection shall be deemed non-responsive.

4.2 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Florida Department of State prior to contract execution. Pursuant to section 607.1501, F.S., foreign corporations may not transact business in the State until they obtain a certificate of authority from the Florida Department of State. Website: www.sunbiz.org. In the alternative, the Respondent shall certify to the Department that it is exempt from registration with the Florida Department of State.

4.3 Florida Substitute Form W-9

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

4.4 MFMP Registration

In order to submit questions regarding this RFP, and to submit a response to this RFP, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the RFP, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

4.5 MFMP Sourcing Phases

The following are the MFMP Sourcing phases:

'Preview' Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

'Open' Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching commodity code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Responses until the Responses Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Responses' due date and time listed in the solicitation's Timeline of Events section.

'Pending Selection' Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

'Completed' Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Responses has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

4.6 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations: https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

4.7 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

4.8 Contents of Proposal

The Respondent should submit its Proposal in the following format and organized with all information indicated in each part below.

The Proposal must be submitted through MFMP Sourcing and organized as follows:

PART ONE: Organizational Proposal

Respondent should submit the following documents by uploading an electronic copy into the MFMP Sourcing application:

- a) Executive Summary of the Proposal
- b) Vendor Information Form (Attachment D)

PART TWO: Experience Proposal

Respondent should submit an Experience Proposal that provides all of the information required by Attachment A, Experience Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

PART THREE: Technical Proposal

Respondent should submit a detailed Technical Proposal that provides all of the information required by Attachment B, Technical Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

PART FOUR: Price Sheet

Respondent must complete Attachment C, Price Sheet, in accordance with the instructions on the attachment and upload an electronic copy into the MFMP Sourcing application. The Price Sheet should be in Excel format only (.xlsx). For additional information, please see Sections 3.2.7, Price Sheet Instructions, and 4.1.2, Required Documentation.

PART FIVE: Additional Information Proposal

Respondent should submit an Additional Information Proposal that provides information requested (if appropriate) by Attachment E, Additional Information Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

4.9 Uploading Documentation

Respondent shall upload an electronic copy of all requested documentation in the MFMP Sourcing application. The following conditions apply:

- If the Department has provided a completable attachment, Respondents may download the attachment, complete it, and attach the completed copy in the space provided in MFMP Sourcing.
- For all original or signed documentation, Respondents may attach scanned copies of the documents that have been drafted and signed by an individual authorized to respond on the Respondent's behalf.
- For multiple original or signed documents requested as part of a single requirement, Respondents should combine multiple scanned documents into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- Please note: MFMP Sourcing accepts files up to twenty (20) megabytes in size.

5 Evaluation Methodology

This section describes the methodology that the Department will use to evaluate Proposals.

5.1 Respondent Evaluation

The evaluation team members will independently review and evaluate the Experience Proposal and the Technical Proposal from responsive Proposals. The Procurement Officer will tabulate the scores for the Price Sheet from responsive Proposals. The Proposals will be scored with maximum possible points as follows:

Evaluation Criteria	Maximum Possible Score
Experience Proposal	50
Technical Proposal	550

Price Sheet	400
Total Score	1000

5.1.1 Rental Vehicles Experience Proposal

Respondent's Experience Proposal will be evaluated based on its experience providing rental vehicles services as demonstrated in its submitted Proposal using the instructions in Attachment A.

Evaluation	Score
Respondent's submission <u>demonstrates exceptional experience</u> to provide the services outlined in the RFP.	50
Respondent's submission <u>demonstrates above average experience</u> to provide the services outlined in the RFP.	40
Respondent's submission <u>demonstrates average experience</u> to provide the services outlined in the RFP.	30
Respondent's submission <u>demonstrates below average experience</u> to provide the services outlined in the RFP.	20
Respondent's submission <u>demonstrates minimal experience</u> to provide the services outlined in the RFP.	10
Respondent's submission <u>fails to demonstrate experience</u> to provide the services outlined in the RFP.	0

5.1.2 Rental Vehicles Technical Proposal

Respondent's Technical Proposal will be evaluated based on its ability to provide rental vehicle services as demonstrated in its submitted Proposal using the instructions in Attachment B. The components within the Technical Proposal Requirements include: Fleet (Contracted Vehicle Classes; Vehicle Availability; Authorized Upgrades; Vehicle Requirements; Contractor Brands; and Maintenance and Operating Expenses); Reservation Services (Reservation Requirements); Rental Experience (Vehicle Pickup, Return, and One-Way Rentals; Mechanical and Safety Issues; Breakdowns, Unsafe Conditions, and Emergency Assistance; and Emergency Management Services); Locations (Requirements for Contractor Locations; Airport Locations; Mandatory Tallahassee Locations; and Supporting Documentation) and Information and Training (Contact and Information; and Personnel Training and Resources).

5.1.2.1 Fleet - The Respondent's Fleet will be evaluated using the following scoring methodology:

a) Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands (Sections 4, 5, 6, and 9, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional ability</u> to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/ Contractor Brands sections.	100

Respondent's submission <u>demonstrates above average ability</u> to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	80
Respondent's submission <u>demonstrates average ability</u> to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	60
Respondent's submission <u>demonstrates below average ability</u> to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	40
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	20
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	0

b) Vehicle Requirements (Section 7, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Vehicle Requirements section.	30
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Vehicle Requirements section.	24
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Vehicle Requirements section.	18
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Vehicle Requirements section.	12
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Vehicle Requirements section.	6
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Vehicle Requirements section.	0

5.1.2.2 Reservation Services - The Respondent's Reservation Services will be evaluated using the following scoring methodology:

Reservation Requirements (Section 10, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Reservation Requirements section.	50
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Reservation Requirements section.	40
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Reservation Requirements section.	30
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Reservation Requirements section.	20
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Reservation Requirements section.	10

Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Reservation Requirements section.	0
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5.1.2.3 Rental Experience Services - The Respondent's Rental Experience services will be evaluated using the following scoring methodology:

a) Vehicle Pickup; Vehicle Return; and One-Way Rentals (Sections 11, 16, and 17, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	80
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	64
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	48
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	32
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	16
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Vehicle Pickup; Vehicle Return; and One-Way Rentals sections.	0

b) Mechanical and Safety Issues; Breakdowns, Unsafe Conditions, and Emergency Assistance (Sections 14 and 15, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	75
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	60
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	45
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	30
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	15

Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Mechanical and Safety Issues/Breakdowns, Unsafe Conditions, and Emergency Assistance sections.	0
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c) Emergency Management Service Rentals (Section 18, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	30
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	24
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	18
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	12
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	6
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Emergency Management Service Rentals section.	0

5.1.2.4 Rental Locations - The Respondent's rental locations will be evaluated using the following scoring methodology:

a) Requirements for Contractor Rental Locations (Section 21, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	45
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	36
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	27
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	18
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	9
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Requirements for Contractor Locations section.	0

b) Airport Locations (Section 22, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Airport Locations section.	45
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Airport Locations section.	36
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Airport Locations section.	27

Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Airport Locations section.	18
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Airport Locations section.	9
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Requirements for Airport Locations section.	0

c) Mandatory Tallahassee Locations (Section 23, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Mandatory Tallahassee Locations section.	45
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Mandatory Tallahassee Locations section.	36
Respondent's submission <u>demonstrates average</u> ability to provide the services outlined in the Mandatory Tallahassee Locations section.	27
Respondent's submission <u>demonstrates below average</u> ability to provide the services outlined in the Mandatory Tallahassee Locations section.	18
Respondent's submission <u>demonstrates minimal</u> ability to provide the services outlined in the Mandatory Tallahassee Locations section.	9
Respondent's submission <u>fails to demonstrate</u> ability to provide the services outlined in the Requirements for Mandatory Tallahassee Locations section.	0

5.1.2.5 Information and Training - The Respondent's Information and Training will be evaluated using the following scoring methodology:

a) Contact and Information (Section 31, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services and personnel outlined in the Contact and Information section.	20
Respondent's submission <u>demonstrates above average</u> ability to provide the services and personnel outlined in the Contact and Information section.	16
Respondent's submission <u>demonstrates average</u> ability to provide the services and personnel outlined in the Contact and Information section.	12
Respondent's submission <u>demonstrates below average</u> ability to provide the services and personnel outlined in the Contact and Information section.	8
Respondent's submission <u>demonstrates minimal</u> ability to provide the services and personnel outlined in the Contact and Information section.	4
Respondent's submission <u>fails to demonstrate</u> ability to provide the services and personnel outlined in the Contact and Information section.	0

b) Personnel and Training Resources (Section 32, Statement of Work):

Evaluation	Score
Respondent's submission <u>demonstrates exceptional</u> ability to provide the services outlined in the Personnel and Training Resources section.	30
Respondent's submission <u>demonstrates above average</u> ability to provide the services outlined in the Personnel and Training Resources section.	24

Respondent's submission demonstrates average ability to provide the services outlined in the Personnel and Training Resources section.	18
Respondent's submission demonstrates below average ability to provide the services outlined in the Personnel and Training Resources section.	12
Respondent's submission demonstrates minimal ability to provide the services outlined in the Personnel and Training Resources section.	6
Respondent's submission fails to demonstrate ability to provide the services outlined in the Requirements for Personnel and Training Resources section.	0

5.2 Price Sheet

Respondents are required to complete Attachment C, Price Sheet, in accordance with the instructions on the document and in this RFP. Respondents are encouraged to provide rates for Weekly Rentals and Monthly Rentals that are discounted from the per-day rate.

Respondents shall receive points based on the following methodology:

The Respondent with the lowest price for each vehicle Class, rental type (i.e., in-state or out-of-state), and duration of rental (i.e., Daily, Weekly, or Monthly) shall receive the number of points indicated in the table below. For example, the Respondent with the lowest price for **Compact, In-State, Daily** will receive **67.35** points.

	In-State			Out-of-State		
Vehicle Class	Daily	Weekly	Monthly	Daily	Weekly	Monthly
Compact	67.35	12.35	3.72	17.40	5.96	1.32
Intermediate	46.71	14.71	4.64	24.32	9.24	0.64
Full Size	27.83	10.19	5.24	5.36	2.04	0.24
Minivan	39.55	12.87	2.84	6.32	3.64	0.20
12 Passenger Van	0.60	0.16	0.08	0.08	0.04	0.04
Standard SUV	12.56	5.20	2.12	7.40	4.64	0.40
Economy	16.76	4.32	1.92	4.72	1.60	0.36
Intermediate SUV	1.16	0.56	0.16	0.76	0.32	0.08
Large SUV	2.40	1.12	0.44	0.88	0.32	0.04
Standard Pickup	0.24	0.12	0.04	0.04	0.04	0.04
Large Pickup	1.12	0.92	0.96	0.24	0.16	0.04
Standard Hybrid	0.04	0.02	0.02	0.02	0.01	0.01

Other Respondents shall receive points for each vehicle Class, rental type, and duration of rental based on the following formula:

$$\frac{X}{N} \times P = Z$$

Where:

X = lowest price for the vehicle Class, rental type, and duration of rental of all responses

N = Respondent's price proposal for the vehicle Class, rental type, and duration of rental
P = points indicated in the table above for the vehicle Class, rental type, and duration of rental
Z = points awarded

The assignment of the points will be calculated by the Procurement Officer.

5.3 Equal Proposals

If the Department receives equal Proposals eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S.

5.4 Basis of Award

Contract(s) will be awarded to the responsible and responsive Respondent(s) that are determined to be the most advantageous to the State based on the highest total scores per Section 5.1. The Department reserves the right to accept or reject any and all Proposals or separable portions.

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

2 Definitions

- 1.1. **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.
- 1.2. **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.
- 1.3. **Business Use or Business Rental** – Renter's use of rental vehicle to conduct work activities authorized by the Customer.
- 1.4. **Class** – The category of rental vehicle.
- 1.5. **Clean Vehicle** – A rental vehicle in "like new" 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.
- 1.6. **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.
- 1.7. **Daily Rental** – Rental that is one (1) 24-hour period in length.
- 1.8. **Leisure Use or Leisure Rental** – Renter's use of vehicle for personal travel.
- 1.9. **Monthly Rental** – Rental that is thirty (30) days in length.

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- 1.10. **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.
- 1.11. **Renter** – A Customer's authorized representative or employee who is authorized to rent vehicles for travel.
- 1.12. **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	ACRIS 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
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	ACRIS Code	Category	Type	Transmission	Fuel/Air Conditioning
Economy	ECAR	Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air

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State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
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 ACRIS 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 only 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.
- 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.
- 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,

CONTRACT EXHIBIT A

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 a "like new" 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.

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- 10.5 If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reserved vehicle 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 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.

CONTRACT EXHIBIT A

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.

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.

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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.

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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 reservations and rentals, including commercial (non-contract) 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.

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- 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 automated billing procedures to 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.
- 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

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- 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 or until the last Renter with a reservation for that day has picked up his or her reserved vehicle.

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.

23.3 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.

CONTRACT EXHIBIT A

- 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.
- 23.11 Contractor must honor Contract rates regardless of how reservation was made.

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.

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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.

CONTRACT EXHIBIT A

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;

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- 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

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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	All Renters will receive a mechanically sound vehicle at pickup in accordance with	No more than three (3) Renter complaints received by the Department’s Contract Manager or	\$50 for each occurrence after the third

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	Deliverable	Performance Metric	Measurement	Consequences for Non-Performance
	mechanically sound vehicle	Section 7.1, 7.3, 7.4, and 7.5 of the SOW.	listed in the Department's Customer Survey	occurrence, per quarter.
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.

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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	

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Account Name	Used to identify agencies/universities vs. OEU <u>and</u> 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	
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 <u>and</u> equipment rental (if not charge-by-plate)
Vehicle Charged	ACRIS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRIS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRIS Code for the vehicle type that the Renter drove

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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 <u>not</u> 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 uptime monitoring software. System uptime shall meet the requirements of Section 10.1.

41 Rate Adjustments

41.1 General Provisions

CONTRACT EXHIBIT A

- 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.

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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 (Optional)

Car share services, if available, will be provided as outlined in the Contractor's narrative response to Attachment E, Additional Information, Car Share Program (Optional), and pricing will be as provided on the "Car Share (Optional)" tab of Attachment C, Price Sheet.

43 Electric Cars (Optional)

Electric car rentals, if available, will be provided as outlined in the Contractor's narrative response to Attachment E, Additional Information, Electric Cars (Optional), and pricing will be as provided on the "Electric Cars (Optional)" tab of Attachment C, Price Sheet.

44 On-Site Customer Parking

On-site customer parking will be provided at the off-airport locations listed in the Contractor's response to Attachment E, Additional Information, On-Site Customer Parking.

This list is for informational purposes only and may be updated at any time.

Contract No. 78111808-20-1
CONTRACT EXHIBIT B
Draft Contract



Rental Vehicles
Contract No. 78111808-20-1

Between Florida Department of Management Services and _____

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 _____ (Contractor) with offices at _____, collectively referred to herein as the "Parties."

The Contractor submitted a Responsive Proposal to the Department's Request for Proposal (RFP) 01-78111808-D, Rental Vehicles. After evaluation of Proposals, the Department determined that the Contractor's Proposal is among those that are the most advantageous to the State and has 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 XXXX XX, 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 C, Special Contract Conditions
- c) Contract Exhibit E, Contractor's submitted Price Sheet
- d) Contract Exhibit D, Contractor's submitted Technical Proposal
- e) Contract Exhibit F, Additional Information Proposal

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.

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

**State of Florida,
Department of Management Services**

Contractor

By: [insert name]

By: [insert name]

Date

Date

Rental Vehicles
Contract No. 78111808-20-1
Contract Exhibit C
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 ARE CONCERNED.

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 Department/Customer, 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.

Rental Vehicles
RFP No. 01-78111808-D
Attachment A
Experience Proposal Instructions

Instructions: Respondent's Experience Proposal should include responses to the items listed below. Experience Proposals will be scored by the Department's evaluators pursuant to Section 5, Evaluation Methodology, of the RFP. Failure to respond to one or more of the items below will not render a Proposal non-response, but it may affect the Respondent's evaluation score.

Experience - Briefly describe, using the following format, Respondent's experience renting vehicles throughout Florida and the United States, including, at a minimum:

- 1) Number of years in the rental vehicle business, including the number of years doing business in Florida (include dates);
- 2) Name changes, mergers, and acquisitions of Brands, if applicable (include dates);
- 3) Large accounts served (government or non-government; past or present), including vendor's experience managing fleets for large accounts and ensuring that clean, mechanically sound vehicles are available for renters with reservations;
- 4) Company mission and goals; and
- 5) Unique company concepts and innovations.

Rental Vehicles
RFP No. 01-78111808-D
Attachment B
Technical Proposal Instructions

Instructions: Respondent's Technical Proposal should include responses to the items listed below. Technical Proposals will be scored by the Department's evaluators pursuant to Section 5, Evaluation Methodology, of the RFP. Failure to respond to one or more of the items below will not render a Proposal non-responsive, but it may affect the Respondent's evaluation score.

All section references below refer to sections of Contract Exhibit A, Statement of Work, unless otherwise specified.

1. Fleet

a) Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands

- i. Describe in detail how Respondent will ensure that the contracted vehicles listed in Section 4 will be provided to all Renters with reservations at Respondent's rental locations, as outlined in Section 5. Provide a description of Respondent's current fleet, including offered Brands, in Florida and throughout the country.
- ii. Describe in detail how Respondent will ensure that there are suitable upgrades available for the Renter, as outlined in Section 6, when the reserved vehicle is not available.
- iii. Describe the procedure Respondent's staff will follow if there is no upgrade available that is suitable to the Renter.
- iv. Describe any challenges Respondent may have in providing Renters with reserving the vehicles listed in Section 4.
- v. If Respondent intends to offer multiple Brands, please identify the Brands that will be available to Renters under the Contract and describe how Respondent will satisfy the requirements outlined in Section 9. Describe how the Brands included in Respondent's Proposal will increase fleet and rental locations to benefit the Customer and Renter.

b) Vehicle Requirements

- i. Describe in detail how Respondent will ensure that vehicles provided to Renters will have fewer than 35,000 miles, as required by Section 7.1.
- ii. Describe how Respondent will ensure that all vehicles supplied to Renters have the minimum standard equipment listed in Section 7.2. Describe any challenges in providing any of the equipment and provide Respondent's solutions to these challenges.
- iii. Describe how Respondent will comply with federal, state, and local safety standards, codes, and ordinances, as required in Section 7.3.
- iv. Describe in detail how Respondent will ensure that Renters are provided Clean Vehicles, as required in Section 7.4. Please describe Respondent's vehicle inspection process prior to each rental.

- v. Describe how Respondent will comply with Section 7.5, regarding inclement weather. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- vi. Describe how Respondent will comply with Section 7.6, regarding hand controls for the disabled. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- vii. Describe in detail how Respondent will ensure that all vehicles rented under this Contract are non-smoking vehicles, as required by Section 7.7. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.

2. Reservation Services

Describe in detail how Respondent will satisfy the reservation requirements outlined in Section 10. Please describe any challenges Respondent may have obtaining compliance with these requirements and provide Respondent's solutions to these challenges.

3. Rental Experience Services

a) Vehicle Pickup; Return; and One-Way Rentals

- i. Describe how Respondent will ensure that Renters are provided with vehicles ready to be driven off the lot within 30 minutes of arrival at the rental location. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- ii. Describe how Respondent will comply with Section 11.1. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- iii. Describe the process Respondent will follow to ensure that vehicles have a full tank of gas at pickup for, as required in Section 11.2. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- iv. Describe how Respondent will comply with Section 11.3. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- v. Describe how Respondent will ensure that no overtime rates will be charged for vehicles returned 59 minutes late or less, as required in Section 16.1. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- vi. Describe how Respondent will ensure compliance with the Refueling Charge as required in Section 16.3. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- vii. Describe how Respondent will provide a receipt/invoice to the Renter as required in Section 16.4 and provide details on the receipt/invoice as specified in Section 26.

Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.

viii. Describe how Respondent will comply with Section 17 regarding One-Way Rentals.

Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.

b) Mechanical and Safety Issues; Breakdowns, Unsafe Conditions, and Emergency Assistance

- i. Describe in detail how Respondent will satisfy the requirements outlined in Sections 14 and 15, regarding mechanical issues, safety issues, breakdowns, unsafe conditions, and emergency assistance. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- ii. Describe the process for Renters requesting assistance, including who provides the assistance, (e.g., third party vendor), the approximate wait time for resolution, and the process for replacing an unsafe vehicle.

c) Emergency Management Service Rentals

Describe how Respondent will provide the Emergency Management Service rentals, as outlined in Section 18. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.

4. Rental Locations

a) Requirements for Contractor Rental Locations

- i. Describe how Respondent will comply with the requirements for rental locations outlined in Section 21. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- ii. Describe Respondent's rental locations throughout Florida, including the rental locations of any offered Brands. Provide all current and proposed Florida rental locations by county, address, and Brand.
- iii. Describe how Respondent will ensure that the Contract prices and terms and conditions are available at all rental locations throughout the State and will ensure that there is 100 percent adherence to the Contract rates, as required in Section 21.4.
- iv. Please complete the chart below for sufficiency of rental locations, including Brands, near State office complexes outside of Tallahassee:

Item #	Rental Locations Within 3 Miles of State Office Complexes	Yes/No and Distance from Office Complex
1	Alachua (Gainesville), 14101 NW Highway 441	
2	Broward North, 1400 W Commercial Blvd.	
3	Daytona Beach, 210 N Palmetto Ave.	
4	Fort Lauderdale, 201 W Broward Blvd.	

5	Fort Myers, 2295 Victoria Ave.	
6	Ft. Pierce, 337 N 4th St.	
7	Jacksonville, 921 N Davis St.	
8	Lakeland, 200 N Kentucky Ave.	
9	Marathon, 2796 Overseas Hwy	
10	Miami, 401 NW 2nd Ave	
11	Opa Locka, 100 Opa-Locka Blvd.	
12	Orlando, 400 W Robinson St.	
13	Pensacola, 160 Governmental Center	
14	Largo (St. Petersburg), 11351 Ulmerton Rd.	
15	Tampa, 1313 N Tampa St.	
16	Tampa, 9393 N Florida Ave.	
17	West Palm Beach, 111 S Sopodilla Ave.	

b) Airport Locations

- i. Describe how Respondent will provide rental vehicle services at all “Large” commercial airports in the United States as required in Section 22.1. Please describe any challenges Respondent may have obtaining compliance with this requirement and provide Respondent's solutions to these challenges.
- ii. Please complete the chart below for Florida commercial airport locations, including all Brands. Place a check mark in the column that most closely describes Respondent's rental location(s), and indicate “Yes,” “No,” or “N/A” in the shuttle service column. If Respondent's nearest rental location is more than two (2) miles from the terminal, please provide the address and distance from the terminal.

Florida Commercial Airport Locations					
Item #	Primary Airports	Located at Terminal	2 Miles or Less From Terminal	More than 2 Miles from Terminal	Shuttle Service is Available
1	Daytona Beach International Airport				
2	Fort Lauderdale – Hollywood International Airport				
3	Southwest Florida International Airport				
4	Gainesville Regional Airport				
5	Jacksonville International Airport				
6	Key West International Airport				

7	Melbourne International Airport				
8	Miami International Airport				
9	Orlando International Airport				
10	Orlando Sanford International Airport				
11	Northwest Florida Beaches International Airport				
12	Pensacola International Airport				
13	Punta Gorda Airport				
14	Sarasota – Bradenton International Airport				
15	St. Petersburg – Clearwater International Airport				
16	Tallahassee International Airport				
17	Tampa International Airport				
18	Destin - Ft. Walton Beach Airport				
19	Palm Beach International Airport				

c) Mandatory Tallahassee Locations

- i. Describe in detail how Respondent will satisfy the requirements outlined in Section 23. Include the number of current and proposed rental locations and describe how the rental locations are sufficient to meet the needs of Renters.
- ii. Include any plans for expansion in the Tallahassee area.
- iii. Please complete the chart below for rental locations in Tallahassee, including any Brand locations (and so indicate), and specify whether Respondent currently has, or will have, the following rental locations, if awarded the contract:

Item #	Tallahassee Rental Locations (Non-Airport)	Yes/No Address
1	Location in downtown Tallahassee (within two (2) miles of the Capitol)†	
2	Location in eastern Tallahassee*†	
3	Location in NE Tallahassee*	
4	Location in NW Tallahassee*	

† Mandatory location (see Section 23)

* Use the intersection of North Monroe Street and East Tennessee Street to separate the quadrants within the city

5. Information and Training

a) Contact and Information

Describe in detail how Respondent will satisfy the requirements outlined in Section 31. Please describe the background and experience of the individual who will be serving as the Contract Administrator for this Contract and direct supervisor. Resumes and biographies may be provided.

b) Personnel Training and Resources

Describe in detail how Respondent will satisfy the training requirements outlined in Section 32. Please include how existing staff and new staff will be trained and the resources that will be available to them to answer any questions regarding the Contract. Include a description of any on-going training and resources available to staff, including but not limited to, written training materials and on-demand educational assistance. In addition, please provide Respondent's process for relaying Contract updates to staff.

Attachment C
Price Sheet
RFP No. 01-78111808-D
Rental Vehicles

Respondent's Name: _____

Instructions

Respondents submitting a Proposal to this Solicitation must submit a completed Price Sheet. Price Sheets not provided in accordance with Section 4.1.2 of the RFP and these instructions shall be deemed non-responsive.

The Respondent must complete each of the following tabs of this MS Excel workbook:

- State Contracted Classes: In-State Rental Pricing
- State Contracted Classes: Out-of-State Rental Pricing
- Emergency Management Rates
- One-way Mileage Fees for Out-of-State Rentals over 700 miles

For the above tabs, the Respondent must include pricing for all yellow cells. Do not leave any yellow highlighted cells blank.

The following tabs are optional, the Respondent is not required to provide pricing for either tab and will have no effect upon Respondent's score:

- Car Share (Optional) Pricing
- Electric Car (Optional) Pricing

All prices shall be firm. Do not submit a Price Sheet with any of the following prices: "\$0.00," "zero," "N/A," empty cell, or any other response that is not a firm price.

The Respondent's Daily Rental price is the total price for a 24-hour rental duration. The Respondent's Weekly Rental price is the total price for a 7-day rental duration. The Respondent's Monthly Rental price is the total price for a 30-day rental duration.

The Respondent's Price Sheet should be submitted in a single MS Excel document.

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work for additional information pertaining to the Contract term and pricing.

Attachment B

Respondent Name: _____

State Contracted Classes: In-State Rental Pricing

Note: Pricing for the vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the RFP.

The Respondent must provide a price for all YELLOW cells in the Price Sheet workbook.

Please provide a proposed vehicle(s) make/model for all BLUE cells in the Price Sheet workbook.

Pricing Offered - Unlimited Mileage						
State Class	ACRIS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Compact	CCAR					
Intermediate	ICAR					
Fullsize	FCAR					
Minivan	MVAR					
12 Passenger Van	SVAR					
Standard SUV	SFAR					
Economy	ECAR					
Intermediate SUV	IFAR					
Large SUV	FFAR					
Standard Pickup	SPAR					
Large Pickup	PPAR					
Standard Hybrid	SCAH					

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Attachment B

Respondent Name: _____

State Contracted Classes: Out-of-State Rental Pricing

Note: Pricing for the vehicle Classes offered on the schedule below must adhere to the other conditions set forth in the RFP.

The Respondent must provide a price for all YELLOW cells in the Price Sheet workbook.

Please provide a proposed vehicle(s) make/model for all BLUE cells in the Price Sheet workbook.

Pricing Offered - Unlimited Mileage

State Class	ACRIS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Compact	CCAR					
Intermediate	ICAR					
Fullsize	FCAR					
Minivan	MVAR					
12 Passenger Van	SVAR					
Standard SUV	SFAR					
Economy	ECAR					
Intermediate SUV	IFAR					
Large SUV	FFAR					
Standard Pickup	SPAR					
Large Pickup	PPAR					
Standard Hybrid	SCAH					

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Attachment B

Respondent Name: _____

Emergency Management Rates

Note: See Section 17, Emergency Management Service Rental Rates, of the Statement of Work for the mandatory requirements that apply. The Respondent must provide discounted emergency management rates for the mandatory vehicle Classes below.

The Respondent must provide a price for all YELLOW cells in the Price Sheet workbook.

Please provide a proposed vehicle(s) make/model for all BLUE cells in the Price Sheet workbook.

Vehicle Class	ACRIS Code	Proposed Vehicle(s) Make/Model	Daily Rate	Additional Hours Rate	Weekly Rate	Monthly Rate
Standard SUV	SFAR					
Intermediate SUV	IFAR					
Large SUV	FFAR					
Compact	CCAR					
Full-size	FCAR					
Standard Pickup Truck	SPAR					
Large Pickup Truck	PPAR					
Minivan	MVAR					

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Attachment B

Respondent Name: _____

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

The Respondent must provide a price for all YELLOW cells in the Price Sheet workbook.

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)	

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Vendor Name: _____

Car Share Rates (Optional)

Note: Vendors may offer the State carshare rental rates in the table below for Tallahassee and other areas of the State where the vendor is willing to establish carshare services. Insurance coverages, mileage limitations, and other carshare program features and limitations must be addressed in the vendor's Final Narrative Reply.

[illegible]

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Vendor Name: _____

Electric Car Rates (Optional)

Note: Vendors may offer the State a percentage discount off their retail electric car rental rates or provide a discounted rate in the table below. Insurance coverages, mileage limitations, and other features and limitations must be addressed in a separate narrative submission.

Vendor's Percentage Discount off Electric Car Retail Rates:	
---	--

OR

Discounted Electric Car Rates

State Class	ACRIS Code	Daily Rate	Weekly Rate	Monthly Rate

Note: The Respondent's pricing will apply throughout the Contract's initial term and any renewal term(s). Please see Section 1.3 of the RFP, Section 3 of the Special Contract Conditions, and Section 41 of the Statement of Work.

Vendor Information Form

VENDOR NAME: _____

VENDOR FEIN: _____

VENDOR HEADQUARTERS ADDRESS:_____

PRIMARY PLACE OF BUSINESS/LOCATION: _____

Counties in which the Respondent is willing to provide these services (if statewide please indicate such):

[illegible]

Primary Solicitation Contact Person:

Please identify the person who will be the primary contact in relation to this solicitation:

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Alternate Solicitation Contact Person:

Please identify the person who will be the secondary contact in relation to this solicitation:

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Contract Administrator:

Please identify the person who will be responsible for managing the Contract on your behalf if award is made:

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Rental Vehicles
RFP No. 01-78111808-D
Attachment E
Additional Information Proposal Instructions

Instructions: Respondent's Additional Information Proposal should include responses to the items listed below. Additional Information Proposals will not be scored by the Department's evaluators.

1. Car Share Program (Optional)

The Department desires to develop a car share program for State of Florida Customers. If Respondent is willing to offer car share services, provide pricing on the "Car Share (Optional)" tab of Attachment C, Price Sheet. In addition, provide a narrative submission, in the designated section of the MFMP Sourcing application, that provides a brief description of the program and includes any differences from the requirements outlined in this RFP.

The car share program offering is optional and will not be part of the scoring for award of the overall Contract (s).

2. Electric Cars (Optional)

The Department desires to make electric cars available to State of Florida Customers. If Respondent is willing to offer electric cars, provide pricing on the "Electric Cars (Optional)" tab of Attachment C, Price Sheet. In addition, provide a narrative submission, in the designated section of the MFMP Sourcing application, that provides a brief description of the electric cars being offered and include any differences from the requirements outlined in this RFP. Include in the narrative even if Respondent does not currently have an electric car option but is willing to offer them in the future.

The electric car offering is optional and will not be part of the scoring for award of the overall Contract (s).

3. On-Site Customer Parking

Provide a list, in the designated section of the MFMP Sourcing application, of any off-airport locations, including Brand and address, that provide on-site parking to customers for the duration of their rental period.

This list is for informational purposes only and will not be part of the scoring for award of the overall Contract (s). In addition, this list may be updated at any time.



The State of Florida

Department of Management Services

Request for Proposals (RFP)

RENTAL VEHICLES

RFP No. 01-78111808-D

ADDENDUM NO. 1

Questions and Answers RFP Amendments

Contained herein are the responses to the questions submitted to the Department of Management Services (Department). The Department hereby amends Request for Proposals No. 01-78111808-D as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this Addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at (850) 922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines

Please Note: This Addendum No. 1 does not need to be returned with the Proposal.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool. Answers are provided in the following table:

#	Question	Answer
1.	<p>The state has identified this to be a \$37M contract. Can you provide a breakdown of this volume to assist us in our pricing assessment?</p> <ul style="list-style-type: none"> • Of the \$37M, how much is state business vs leisure? • Car rental rate only vs Total Charge (fees, etc.)? • In-State vs Out-Of-State? • Volume by month • Day of week volume • Car classes reserved breakdown • Miles per day driven • Average Length of rental • Airport compared to local market stores • One way volume in state and return out of state • Volume by locations in Tallahassee <p>top cities with approximate volume</p>	See Appendix A, below.
2.	<p>Some out-of-state markets have distinctly different operating costs and pricing, yet the pricing sheet does not provide the opportunity offer unique rates by out of state cities. Please provide guidance on how this can be submitted. (Note: current St of FLA pricing has different rates for out of state cities.)</p>	See this Addendum's modifications to Section 4.8, Contents of Proposal, of the RFP, found below.

		In addition, city surcharges for the Department's current state term contract for rental vehicles are located at: https://www.dms.myflorida.com/content/download/131987/821613/file/EHI%20City%20Surcharges.pdf
3.	Can you provide instructions for signature upload for Exhibit B?	Contract Exhibit B, Draft Contract, will be signed by the awarded Contractor(s) after the procurement is complete.
4.	From the intent to award date, 6/30, there are 15 days (11 business days) to implementation, for the July 15 th start date. Will completion of booking tool, and expanded/new Tallahassee locations be expected to be completed by this date?	The anticipated contract start date is an estimate which may be adjusted.
5.	Can you clarify transaction fees mentioned? Amount due, frequency, how is it paid?	See Subsection 3.7, Transaction Fees of Contract, of Contract Exhibit C, Special Contract Conditions, and Subsection 40.2, MFMP Transaction Fee Report, of Contract Exhibit A, Statement of Work.
6.	How will COVID-19 affect the timing of the bid process?	The Department does not intend to adjust the timeline for this solicitation at this time; however, any changes to the Timeline of Events will be posted on the Vendor Bid System (VBS).
7.	How will COVID-19 affect the implementation process?	The Department does not currently have an answer for this question.
8.	Would consideration on age be made based on vehicle class, please describe.	The Department does not understand this question.
9.	If an employee does not have an ID, how will we verify that he can use the contract?	See this Addendum's modifications to Section 11, Vehicle Pickup, and Subsection 11.1, of Contract Exhibit A, Statement of Work, found below. Also see Section 12, Alternate Pickup and Drop-Off Personnel, and Section 20, Leisure Use of the Contract, of Contract Exhibit A, Statement of Work.
10.	How will a state employee cover a personal associate who is driving the vehicle?	The Department does not understand the question.
11.	What advanced booking requirements are required if vendor's are to have a sufficient number of vehicles on hand?	See Section 5, Vehicle Availability, of Contract Exhibit A, Statement of Work.
12.	If cruise control is not provided in compact cars by manufacturers, how would this be measured?	Vehicles rented under this Contract are expected to meet the requirements in Subsection 7.2 of Contract Exhibit A, Statement of Work.
13.	What would be considered non-rentable body damage?	See Subsection 7.4 of Contract Exhibit A, Statement of Work.
14.	What penalties to state employees will be allowed when they smoke in the vehicles?	Customers who smoke in rental vehicles may be subject to penalties established by the rental car company, as identified by the rental car company's policies.
15.	If a customer does not have a reservation and walks in to get a vehicle and it is not available, is this considered an availability issue?	The availability of vehicles described in Section 5, Vehicle Availability, of Contract Exhibit A, Statement of Work, is limited to Renters with reservations.

16.	When vehicle classes are booked from advanced reservations, and reservations are not able to be made for specialty car classes how would the state handle the employees who did not make advanced reservations?	The term “specialty car classes” is not included in this solicitation.
17.	Would the state consider a 1 hour release of reservations?	No.
18.	How is this measured? What would be the start time? How is this validated?	The Department does not understand the question.
19.	There is an allowance in Exhibit A for a customer to accept less than a full tank, but by contract it is required. Please clarify.	Per Subsection 11.3 of Contract Exhibit A, Statement of Work, Renter may agree to drive a vehicle with less than a full tank of gas.
20.	Who will be allowed to exercise alternate pick up and drop off personnel? Please provide the number of people	See Section 12, Alternate Pickup and Drop-Off Personnel, of Contract Exhibit A, Statement of Work.
21.	How will drop box times be monitored by the State?	This is an operational question which will be addressed after Contract award.
22.	Please explain 23.11 (which is listed under section 24) which states “Contractor must honor contract rates regardless of how reservation was made”.	See this Addendum’s modification to Section 24, Contract Rental Rates, Subsection 23.11, of Contract Exhibit A, Statement of Work, found below.
23.	How will the SLA’s be measured?	See Section 35, Required Service Levels and Financial Consequences, of Contract Exhibit A, Statement of Work, chart column titled “Measurement.”
24.	What leniency in the information on the Sales report is there if the system does not capture the information? Can this be discussed prior to contract signing?	See this Addendum’s modifications to Subsection 40.1, Monthly Sales Report, of Contract Exhibit A, Statement of Work, found below.
25.	What third party will monitor the State’s dedicated site’s uptime?	This will be determined by the awarded Contractor(s) in consultation with the Department.
26.	Please explain section 1.8 in the RFP document that states that “The Department reserves the right to determine which proposals meet the requirements of the solicitation and which respondents are responsive and responsible”.	See Section 1.4 of the RFP.
27.	Please explain section 1.8 paragraph 3 which states “the department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so”. Please provide examples.	The Department declines to provide examples.
28.	What if a Respondent does not remain open even though it signed that it would?	The Department does not understand this question.
29.	Will there be an opportunity for redlines in the contract?	No.
30.	Please clarify if 200 open locations are required to be open at the time of the rfp response to qualify to bid?	See this Addendum’s modifications to Section 4.1.1, Mandatory Requirement Questions, of the RFP, found below. In addition, while locations are expected to be open, any locations that have temporarily closed or have adjusted hours due to Covid-19, may be counted within the 150 locations.
31.	If a location is not staffed full-time does it qualify as a location?	See this Addendum’s modifications to Section 21, Requirements for Contractor Rental Locations, of Contract Exhibit A, Statement of Work, and modifications to Section

		4.1.1, Mandatory Requirement Questions, of the RFP, found below.
32.	Please confirm that 200 locations that are staffed full-time must be open during normal business hours for the duration of this contract?	See this Addendum's modifications to Section 21, Requirements for Contractor Rental Locations, of Contract Exhibit A, Statement of Work, and modifications to Section 4.1.1, Mandatory Requirement Questions, of the RFP, found below.
33.	Market conditions greatly impact mileage on rental cars. Will the state consider a % of vehicles below the 35,000 mile threshold?	No.
34.	Recommendation is to limit 15 passenger van rentals to 25+ based on safety guidelines. Will state consider this?	See this Addendum's modifications to Section 1, General Requirements, Subsection 1.2, of Contract Exhibit A, Statement of Work, found below.
35.	Snow chains are not available in all markets. Please define acceptable amount of notice for request and locations the state would like these available at?	This is an operational question which will be addressed after Contract award.
36.	Hand controls are available with 48 hours notice. Is this acceptable to the State?	This is an operational question which will be addressed after Contract award.
37.	If 99.5% uptime of the reservation system is not agreeable will the State consider a lower?	No.
38.	Will the State consider self-reporting of reservation uptime as opposed to a 3rd party?	No.
39.	If a full tank of gas is not possible on every rental will the State consider alternative refuel options?	See Subsection 11.3 of Contract Exhibit A, Statement of Work.
40.	Would the State consider an alternative fueling plan to the refund upon return plan that is currently proposed for vehicles returned with excess gas?	No.
41.	Will State consider mechanical and safety issues exempt if issue was caused by a contract violation?	The Department does not understand this question.
42.	In the event the renter is stranded in a remote location will the State consider a grace period / exemption to the two-hour rule?	No.
43.	If roadside assistance is provided by a 3rd party does the State agree that terms and conditions of the State's contract should not be shared with this 3rd party?	The Department does not understand this question.
44.	For breakdowns involving locking keys in the car or running out of gas does the State agree that this should be a State / renter incurred cost?	No.
45.	Will the State consider an alternative fuel tracking plan to the one proposed in 16.3 c and d?	No.
46.	In an SOE situation will State consider equal availability for other emergency providers?	The Department does not understand this question.
47.	Please consider amending language in 22.5 to 1 hour after the last flight. Last reservation of the day may be a no show.	No.
48.	Would the State consider an alternative method for VLF fee processing / removal?	No.
49.	Please consider adding "when contractor properly identifies themselves as an approved user of the program" to 23.11	See this Addendum's modifications to Section 24, Contract Rental Rates, Subsection 23.11, of Contract Exhibit A, Statement of Work, found below.

50.	Please consider amending 27 to "The state reserves the right to increase this minimum liability coverage with vendor agreement in writing"	No.
51.	If the vendor is unable to accommodate a change in PCARD platform due to compatibility or time constraints would the State consider alternative billing solutions?	No. Respondents must be able to accept the P-Card platform used by the State.
52.	Will the State consider similar but not exact reporting capability to the guidelines in 40.1?	See this Addendum's modifications to Subsection 40.1, Monthly Sales Report, of Contract Exhibit A, Statement of Work, found below.
53.	Will the State consider alternative solutions to those outlined in 44 regarding on-site customer parking?	No.

The following language supplements or replaces the language found in the RFP. The variations between the new and the old language are highlighted in **yellow**.

1. Section 1, General Requirements, Subsection 1.2, of the Statement of Work, is hereby modified as follows:

- 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 **(or 21 years of age for Passenger Vans for 12 passengers or more)** 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.

2. Section 4.1.1, Mandatory Requirement Questions, of the RFP, is hereby modified as follows:

4.1.1 Mandatory Requirement Questions

Respondents shall submit a Yes/No response to each of the following Mandatory Requirement Questions within MFMP Sourcing. Respondents must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. A submission of a "Yes" response certifies a Respondent's conformance with the Mandatory Requirement Question.

RESPONDENTS THAT ANSWER "NO" OR FAIL TO PROVIDE A RESPONSE TO ANY OF THE MANDATORY REQUIREMENT QUESTIONS WILL BE CONSIDERED NON-RESPONSIVE VENDORS AND THEIR PROPOSALS WILL NOT BE EVALUATED.

Mandatory Requirement Questions	
Question 1	Does the Respondent certify that it has confirmed with its Brand(s) that the Brand(s) offered in Respondent's Proposal do not appear in any other Proposal to this RFP?
Question 2	Does the Respondent certify that its Proposal, including any offered Brand(s), includes at least 200 150 rental locations throughout Florida by Contract execution ? For purposes of this question, rental locations must comply with Sections 21, and 22 and 23 of Contract Exhibit A, Statement of Work.
Question 3	Does the Respondent certify that it has a current and active registration with the Florida Department of State, Division of Corporations, or, if awarded a Contract, it will have a current and active registration prior to execution of the Contract?
Question 4	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor, as defined in Sections 7 and 8 of the PUR 1001 ?
Question 5	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List pursuant to section 215.473 , F.S., is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473 , F.S., is not on the Scrutinized Companies that Boycott Israel List pursuant to section 215.4725, F.S., and is not participating in a boycott of Israel?
Question 6	Does Respondent certify that it is not on the Suspended Vendor list, pursuant to Rule 60A-1.006, F.A.C.? Click on this link to confirm: lists
Question 7	Does Respondent certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited to Section 3.2.1?

3. Section 4, Respondent Submission, Subsection 4.8, Contents of Proposal, of the RFP, is hereby modified as follows:

4.8 Contents of Proposal

The Respondent should submit its Proposal in the following format and organized with all information indicated in each part below.

The Proposal must be submitted through MFMP Sourcing and organized as follows:

PART ONE: Organizational Proposal

Respondent should submit the following documents by uploading an electronic copy into the MFMP Sourcing application:

- a) Executive Summary of the Proposal
- b) Vendor Information Form (Attachment D)

PART TWO: Experience Proposal

Respondent should submit an Experience Proposal that provides all of the information required by Attachment A, Experience Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

PART THREE: Technical Proposal

Respondent should submit a detailed Technical Proposal that provides all of the information required by Attachment B, Technical Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

PART FOUR: Price Sheet and Select City Surcharge Rates

a) Respondent must complete Attachment C, Price Sheet, in accordance with the instructions on the attachment and upload an electronic copy into the MFMP Sourcing application. The Price Sheet should be in Excel format only (.xlsx). For additional information, please see Sections 3.2.7, Price Sheet Instructions, and 4.1.2, Required Documentation.

b) Respondents may submit a document with select city surcharge rates for out-of-state markets that necessitate additional charges for rental vehicles. Respondents may create a list of cities and the corresponding surcharge rates for these cities and upload their document titled "Select City Surcharge Rates." The Select City Surcharge Rates must not exceed rates of comparable contracts that are similar in size, scope, and terms. The Department reserves that right to request documentation to verify that the surcharge rates submitted do not exceed rates of comparable contracts. Respondents Select City Surcharge Rates shall be valid for the life of the Contract and may not be increased without written authorization from the Department. The Select City Surcharge Rates will not be scored.

PART FIVE: Additional Information Proposal

Respondent should submit an Additional Information Proposal that provides information requested (if appropriate) by Attachment E, Additional Information Proposal Instructions, and upload an electronic copy into the MFMP Sourcing application.

4. Section 11, Vehicle Pickup, Subsection 11.1, of the Statement of Work, is hereby modified as follows:

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 at or before the time of vehicle pickup.

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.

5. Section 21, Requirements for Contractor Rental Locations, Subsection 21.2, of the Statement of Work, is hereby modified as follows:

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.

6. Section 24, Contract Rental Rates, Subsection 23.11, of the Statement of Work, is hereby modified as follows:

243.11 Contractor must honor Contract rates, ~~regardless of how reservation was made~~ **whether the reservation was made by the online reservation system, telephonically or walk-up, when a Renter is identified as an approved user of the Contract.**

7. Section 40, Contract Reporting and Documentation, Subsection 40.1, Monthly Sales Report, of the Statement of Work, is hereby modified as follows:

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 <u>and</u> 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	
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) (Maybe optional)
Weeks Rented	Number of whole weeks rented (7-day periods) (Maybe optional)
Days Rented	Number of whole days rented (24-hour periods)
Hours Rented	Number of hours rented (Maybe optional)
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 (May be optional)
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 (May be optional)
Description of Other Charges	(May be optional)
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 <u>and</u> equipment rental (if not charge-by-plate)
Vehicle Charged	ACRIS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRIS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRIS 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 <u>not</u> 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.)

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APPENDIX A

The state has identified this to be a \$37M contract. Can you provide a breakdown of this volume to assist us in our pricing assessment?

The annual spending volume for rental vehicles in calendar year 2019 was approximately \$37.8 million. The breakdowns below are based on the monthly reports of the current contractor for the 2019 calendar year.

- Of the \$37M, how much is state business vs leisure?

BUSINESS	\$22,137,474.47
LEISURE	\$15,711,017.68

- Car rental rate only vs Total Charge (fees, etc.)?

TIME/MILEAGE	\$28,604,800.62
TOTAL CHARGE	\$37,848,492.15

- In-State vs Out-Of-State?

IN-STATE	\$25,614,005.80
OUT-OF-STATE	\$12,234,486.35

- Rental volume by month (2019)

JANUARY	16,879
FEBRUARY	18,365
MARCH	23,470
APRIL	21,347
MAY	23,552
JUNE	23,795
JULY	25,495
AUGUST	21,827
SEPTEMBER	18,222
OCTOBER	23,599
NOVEMBER	22,981
DECEMBER	21,274

- Day of week rental volume (2019)

SUNDAY	24,544
MONDAY	39,385
TUESDAY	33,928
WEDNESDAY	36,905
THURSDAY	43,831
FRIDAY	53,880
SATURDAY	28,333

- Car classes reserved breakdown

INTERMEDIATE CAR	61,010
COMPACT CAR	58,978
MINIVAN	42,709

APPENDIX A

FULL-SIZE CAR	31,073
STANDARD SUV	21,945
ECONOMY CAR	19,809
LARGE PICKUP	2,595
LARGE SUV	2,113
INTERMEDIATE SUV	1,964
PREMIUM CAR	1,121
STANDARD PICKUP	785
LUXURY CAR	767
12-PASSENGER VAN	561
OTHER	15,376

- Miles per day driven
201 MILES/DAY
- Average length of rental
3 ½ DAYS
- Airport rental volume compared to local market stores

AIRPORT	114,819
LOCAL	145,987

- One-way volume in state and return out of state
3,392 RENTALS
- Volume by location in Tallahassee

AIRPORT LOCATIONS	11,618
MAHAN DRIVE	9,140
BLOUNTSTOWN STREET	4,738
SOUTHWOOD	4,207
THARPE STREET	4,018
MONROE STREET	3,591
FSU CAMPUS	722

- Top cities with approximate rental volume

TALLAHASSEE	38,034
GAINESVILLE	19,349
ORLANDO	16,788
MIAMI	13,552
JACKSONVILLE	11,067
TAMPA	8,486
FORT LAUDERDALE	7,794
WEST PALM BEACH	4,766
PENSACOLA	4,007
PANAMA CITY	3,249



**State of Florida
Department of Management Services**

Request for Proposals (RFP) No. 01-78111808-D

Rental Vehicles

April 28, 2020

ADDENDUM NO. 2

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The public opening has been changed from an in-person meeting to a conference call, as evidenced below. The variations between the new and the old RFP terms are highlighted in yellow.

Section 1.2, Timeline of Events, of the Request for Proposals (RFP) is hereby modified as follows:

1.2 Timeline of Events

The table below contains the timeline of events for this solicitation. However, the dates and times within the table are subject to change. All changes to the Timeline of Events will be made through an addendum to the solicitation posted to the VBS and added to the solicitation in MFMP Sourcing. It is the responsibility of the Respondent to check for any changes on VBS.

Respondents shall not rely on the MFMP Sourcing time clock. It is not the official submission date and time deadline. The official solicitation dates and deadlines are reflected in the Timeline of Events listed below.

Department of
**MANAGEMENT
SERVICES**



► We serve those who serve Florida

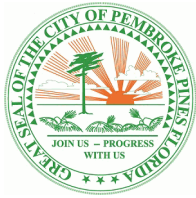
Event	Time	Date
Solicitation Notification posted on the VBS and in MFMP Sourcing		03/24/2020
Written Question Submission Deadline (must be submitted in MFMP Sourcing)	12:00 PM EST	04/07/2020
Anticipated Date of Q&A Addendum posted on VBS		04/21/2020
Solicitation opens in MFMP Sourcing in Open Status and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/22/2020
Proposals Due in MFMP Sourcing	1:00 PM EST	05/05/2020
<p>Public Meeting: Proposal Opening Non-Mandatory for Respondents</p> <p><u>Conference Call # 888-585-9008 Participant Code #145-153-086</u></p> <p><u>Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event.</u></p> <p><u>Rm 360K, Dept. of Management Services 4050 Esplanade Way, Tallahassee, FL 32399</u></p>	1:01 PM EST	05/05/2020
Proposal Evaluation Period		05/18/2020- 06/15/2020
Anticipated date to post Notice of Intent to Award on VBS		06/30/2020
Anticipated Contract Start Date		07/15/2020



Section 2.3, Public Opening, of the Request for Proposals (RFP) is hereby modified as follows:

2.3 Public Opening

Proposals will be opened on the date and at the time and location (conference call number) indicated in Section 1.2, Timeline of Events. Respondents are not required to attend. The Department does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1)(b), F.S.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 21-0332

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/20/2021

Short Title: Avis/Budget Vehicle Rental Contract

Final Action: 06/16/2021

Title: MOTION TO APPROVE THE RENTAL OF UP TO SIX (6) VEHICLES PER MONTH FROM AVIS-BUDGET GROUP, INC. ON AN AS-NEEDED BASIS FOR THE PERIOD FROM JUNE 1, 2021 TO SEPTEMBER 30, 2025 UTILIZING PRICING ESTABLISHED BY THE STATE OF FLORIDA CONTRACT NO. 78111808-20-1 FOR THE POLICE DEPARTMENT, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$67,000.

***Agenda Date:** 06/16/2021

Agenda Number: 1.

Internal Notes: For any additional information please contact Sgt. Corretjer 954-431-2225

Attachments: 1. State of Florida & Avis-Budget - Vehicle Rental - Contract No. 78111808-20-1.pdf

1 City Commission 06/16/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(5) states "Commodities or services that are the subject of contracts

with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Police Department previously contracted with Budget Rent-A-Car, Inc. to provide rental vehicles for undercover and surveillance operations (VIN Unit).
2. Recently Avis-Budget Group, Inc. entered into an agreement for rental vehicles with the State of Florida for a five (5) year term ending on September 30, 2025.
3. State of Florida Contract No. 78111808-20-1 is recommended by Avis-Budget Group, Inc. and the coverage terms in the case of accidents coincides with the City's desire for full coverage in the case of accidents.
4. All purchase orders shall include the following notation: "This Purchase Order incorporates by reference the terms and conditions of the State of Florida Contract No. 78111808-20-1. The State of Florida Contract No. 78111808-20-1 shall apply in full force and effect to the rental car services obtained by the City of Pembroke Pines. The City of Pembroke Pines procured such services pursuant to City of Pembroke Pines Code of Ordinances §35.18(c)(5)."
5. The City of Pembroke Pines Police Department recommends the City Commission approve the rental of up to six (6) vehicles per month from Avis-Budget Group, Inc. on an as-needed basis for the period from June 1, 2021 to September 30, 2025 utilizing pricing established by the State of Florida Contract No. 78111808-20-1, for an annual amount not to exceed \$67,000.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$67,000 Annual Amount (\$22,333 for the remainder of this fiscal year)
- b) **Amount budgeted for this item in Account No:**
001-521-3001-544200-0000-000-0000-00000 (Rents Machinery & Equipment)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$22,333	\$67,000	\$67,000	\$67,000	\$67,000

Net Cost	\$22,333	\$67,000	\$67,000	\$67,000	\$67,000
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e) Detail of additional staff requirements: Not Applicable