



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

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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.

Table of Contents

1	Introduction	4
1.1	Objective	4
1.2	Timeline of Events	4
1.3	Contract Term	5
1.4	Definitions	5
1.5	Special Accommodations	6
1.6	Commodity Codes	6
1.7	Procurement Officer	6
1.8	Department’s Rights to Reject Proposals	6
1.9	False or Erroneous Information	7
1.10	Order of Precedence for Solicitation	7
2	Solicitation Overview	7
2.1	Governance	7
2.2	Pre-Proposal Conference	7
2.3	Public Opening	7
2.4	Vendor Questions	8
2.5	Question and Answer (Q&A) Addendum	8
2.6	Addenda	8
2.7	Protest of Agency Decision	8
2.8	Contract Formation	9
2.9	Proposal Contents	9
2.10	Revision or Withdrawal of Proposal	9
2.11	Cost of Proposal Preparation and Independent Preparation	9
3	Instructions	10
3.1	General Instructions	10
3.2	Special Instructions	10
4	Respondent Submission	13
4.1	Responsiveness Requirements	14
4.2	Registration with the Florida Department of State	15
4.3	Florida Substitute Form W-9	15

4.4	MFMP Registration	15
4.5	MFMP Sourcing Phases.....	16
4.6	MFMP Training	17
4.7	MFMP Assistance.....	17
4.8	Contents of Proposal	17
4.9	Uploading Documentation	18
5	Evaluation Methodology	18
5.1	Respondent Evaluation	18
5.2	Price Sheet	24
5.3	Equal Proposals.....	25
5.4	Basis of Award.....	25

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 demonstrates exceptional experience to provide the services outlined in the RFP.	50
Respondent’s submission demonstrates above average experience to provide the services outlined in the RFP.	40
Respondent’s submission demonstrates average experience to provide the services outlined in the RFP.	30
Respondent’s submission demonstrates below average experience to provide the services outlined in the RFP.	20
Respondent’s submission demonstrates minimal experience to provide the services outlined in the RFP.	10
Respondent’s submission fails to demonstrate experience 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 demonstrates exceptional ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/ Contractor Brands sections.	100

Respondent's submission demonstrates above average ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	80
Respondent's submission demonstrates average ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	60
Respondent's submission demonstrates below average ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	40
Respondent's submission demonstrates minimal ability to provide the services outlined in the Contracted Vehicle Classes/Vehicle Availability/Authorized Upgrades/Contractor Brands sections.	20
Respondent's submission fails to demonstrate 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 demonstrates exceptional ability to provide the services outlined in the Vehicle Requirements section.	30
Respondent's submission demonstrates above average ability to provide the services outlined in the Vehicle Requirements section.	24
Respondent's submission demonstrates average ability to provide the services outlined in the Vehicle Requirements section.	18
Respondent's submission demonstrates below average ability to provide the services outlined in the Vehicle Requirements section.	12
Respondent's submission demonstrates minimal ability to provide the services outlined in the Vehicle Requirements section.	6
Respondent's submission fails to demonstrate 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 demonstrates exceptional ability to provide the services outlined in the Reservation Requirements section.	50
Respondent's submission demonstrates above average ability to provide the services outlined in the Reservation Requirements section.	40
Respondent's submission demonstrates average ability to provide the services outlined in the Reservation Requirements section.	30
Respondent's submission demonstrates below average ability to provide the services outlined in the Reservation Requirements section.	20
Respondent's submission demonstrates minimal 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 demonstrates below average ability to provide the services outlined in the Airport Locations section.	18
Respondent's submission demonstrates minimal ability to provide the services outlined in the Airport Locations section.	9
Respondent's submission fails to demonstrate 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 demonstrates exceptional ability to provide the services outlined in the Mandatory Tallahassee Locations section.	45
Respondent's submission demonstrates above average ability to provide the services outlined in the Mandatory Tallahassee Locations section.	36
Respondent's submission demonstrates average ability to provide the services outlined in the Mandatory Tallahassee Locations section.	27
Respondent's submission demonstrates below average ability to provide the services outlined in the Mandatory Tallahassee Locations section.	18
Respondent's submission demonstrates minimal ability to provide the services outlined in the Mandatory Tallahassee Locations section.	9
Respondent's submission fails to demonstrate 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 demonstrates exceptional ability to provide the services and personnel outlined in the Contact and Information section.	20
Respondent's submission demonstrates above average ability to provide the services and personnel outlined in the Contact and Information section.	16
Respondent's submission demonstrates average ability to provide the services and personnel outlined in the Contact and Information section.	12
Respondent's submission demonstrates below average ability to provide the services and personnel outlined in the Contact and Information section.	8
Respondent's submission demonstrates minimal ability to provide the services and personnel outlined in the Contact and Information section.	4
Respondent's submission fails to demonstrate 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 demonstrates exceptional ability to provide the services outlined in the Personnel and Training Resources section.	30
Respondent's submission demonstrates above average 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.

Vehicle Class	In-State			Out-of-State		
	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.

CONTRACT EXHIBIT A

- 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

CONTRACT EXHIBIT A

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 ACRISS series) at no additional cost to or Renter. Minivans, trucks, and SUVs are permissible upgrades for any of the CAR series with the approval of the Renter.

7 Vehicle Requirements

- 7.1 Contractor shall 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.

CONTRACT EXHIBIT A

- 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.

CONTRACT EXHIBIT A

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.

CONTRACT EXHIBIT A

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.

CONTRACT EXHIBIT A

- 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

CONTRACT EXHIBIT A

- 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.

CONTRACT EXHIBIT A

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;

CONTRACT EXHIBIT A

- 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

CONTRACT EXHIBIT A

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

CONTRACT EXHIBIT A

	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.

CONTRACT EXHIBIT A

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	

CONTRACT EXHIBIT A

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	ACRISS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRISS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRISS Code for the vehicle type that the Renter drove

CONTRACT EXHIBIT A

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.

CONTRACT EXHIBIT A

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. 7811808-20-1
CONTRACT EXHIBIT B
Draft Contract



Rental Vehicles
Contract No. 7811808-20-1

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) 01-7811808-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. 7811808-20-1, 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

Table of Contents

SECTION 1. DEFINITION	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES	3
SECTION 4. CONTRACT MANAGEMENT	4
SECTION 5. COMPLIANCE WITH LAWS	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE... ..	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY	10
SECTION 9. DATA SECURITY	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

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 Sopotilla 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.

State Class	ACRIS Code	Hourly Rate	Daily 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 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:	
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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.

Rental Vehicles
RFP No. 01-78111808-D
Attachment D
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):

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.