

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

**HOW TO USE THIS CONTRACT**

**1. Scope:**

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

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

**2. Special Rates:**

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

**3. Reimbursement for Fuel Purchased:**

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

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

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/padd\\_florida\\_mini\\_report.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/padd_florida_mini_report.html).

**4. Drop-off Charges:**

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

**5. Insurance Coverage:**

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

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

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

**6. Reporting Accidents:**

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

**7. Methods of Payment**

State issued Diner's Club, Master Card, Visa, American Express credit cards, State of Florida Purchasing Card, Avis Central Billing Credit Cards and Avis Company Travel Order (ACTO) provided by Avis Rent A Car are acceptable methods of payment that will

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

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

**8. Parking and Other Traffic Violations:**

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

**9. Contract Period:**

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

**10. Reservations:**

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

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

**Reference #: AVIS State of Florida AWD #A113400**

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

**11. Energy Conservation:**

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

**12. Use of Rental Vehicles Provided by Other Companies**

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

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

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

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

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

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

**14. Taxes:**

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

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

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

**16. Trip Length:**

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

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

Additional In-State Per Mile Charge:

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

**17. Mandatory Seat Belt Use:**

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

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

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

**19. Account Representatives:**

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

Account Manager:

**Cynthia W. Metcalfe** 850-222-1198, [cynthia.metcalfe@cendant.com](mailto:cynthia.metcalfe@cendant.com)

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

Account Service Representative:

**Dianna Dinkins** 800-525-7521 Ext. 1149, [diana.dinkins@cendant.com](mailto:diana.dinkins@cendant.com)

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

**20. Account Representative for Billing and General Questions:**

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

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

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

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

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

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

**22. Avis Rent-A-Car Rental Rates:**

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

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

**Reference #: AVIS State of Florida AWD #A113400**

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Rental Rates for IN-STATE rentals through Avis:

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

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

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

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

Security Fee:

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

Facility Fees - CFC (Mandated):

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

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

Rental Rates for OUT-OF-STATE rentals through Avis:

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

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

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

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

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

Out-of-State City Surcharges:

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

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

ADDED DAILY SURCHARGE CITIES

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

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

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

LaGuardia, JFK and Newark Airports:

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

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

Manhattan:

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

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

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

Mandated Fees:

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

**23. Rental Vehicle Contract Taxes:**

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

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

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

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

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

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

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

**24. Agency Travel Guidelines:**

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

[http://www.myflorida.com/st\\_contracts/518020051/](http://www.myflorida.com/st_contracts/518020051/)

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

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

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

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

## Ordering Instructions

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

SPURS VENDOR NUMBER: F111998661-001

### **Proposal/Contract Administration**

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

Name: Cynthia W. Metcalfe

Title: Account Manager, Florida Governments

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

E-mail Address: [cynthia.metcalf@cendant.com](mailto:cynthia.metcalf@cendant.com)

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

Fax Number: (850) 222-9370

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

Name: SAME AS ABOVE

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

### **Direct Orders**

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

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

City, State, Zip: Tallahassee, FL 32301

Phone Number: 850-222-9370

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

Ordering Fax Number: 850-222-9370

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

Federal ID Number: F111998661

Remit Address: 7894 Collections Center Drive

City, State, Zip: Chicago, IL, 60693

# CONTRACT

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

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

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

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

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

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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

By: Edward Taylor  
Its: Vice President

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

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