Contract for Rental Vehicles

Between Florida Department of Management Services and EAN Services, LLC

Contract Number: 78111808-15-1

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and EAN Services, LLC (Contractor).

Contractor responded to the Department's Invitation to Negotiate (ITN) No. 02-78111808-A. The Department has accepted Contractor's response and enters into this Contract in accordance with the terms and conditions resulting from negotiations.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Department and Contractor agree as follows:

I. Purpose

The purpose of this State Term Contract is to make rental vehicles available to Eligible Users in performance of their core responsibilities.

II. Contract Term

The initial term of the Contract will be from September 30, 2015, to September 29, 2020. Upon written mutual agreement of the parties, the Contract may be renewed for up to three years, or the term of the original Contract, whichever is longer. Renewal pricing shall be determined in accordance with the terms and conditions specified in the Special Contract Conditions, Exhibit 4.

III. Contract

This document, together with the following attached exhibits, sets forth the entire understanding of the parties and supersedes all prior agreements of the parties, whether written or oral, with respect to the Contract.

All exhibits attached to this document are incorporated in their entirety into, and form part of, the Contract. The Contract has the following exhibits:

i. Exhibit 1: Price Sheet, as negotiated
ii. Exhibit 2: Contract Quarterly Report Form
iii. Exhibit 3: Ordering Instructions
iv. Exhibit 4: Special Contract Conditions, as negotiated
v. Exhibit 5: General Contract Conditions, Form PUR 1000 (10/06)
vi. Exhibit 6: Statement of Work, as negotiated
vii. Exhibit 7: Preferred Pricing Affidavit

IV. Order of Priority

The Contract sets forth the entire understanding of the parties. In the case of an ambiguity, the following documents shall have priority in the order set forth below:

i. This document
ii. Special Contract Conditions (Exhibit 4)
iii. General Contract Conditions, Form PUR 1000 (10/06) (Exhibit 5)
iv. Statement of Work (Exhibit 6)
v. Price Sheet (Exhibit 1)

V. Warranty of Authority

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

VI. Contract Administration

The Department will name a Contract Manager during the term of this Contract who will perform the duties described in s. 287.057(14), F.S. As of the effective date of this Contract, the Contract Manager is:

Contract Manager
Contract Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone:
Email:

If the Department changes the Contract Manager, the Department will notify Contractor in writing. Such changes do not require a formal written amendment to the Contract.

This space intentionally left blank.

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

State of Florida, Department of Management Services:		Contractor: EAN Services, LLC	
By:		By:	
Name:	Chad Poppell	Name:	JAY P. GOLDER
Title:	Secretary	Title:	ASST. Vice President
Date:	8/27/15	Date:	8-26-15

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

In-State Rental Rates - Enterprise & National

All rates include unlimited mileage and roadside assistance; liability coverage and loss damage waiver are included in the rates for Business Use.

State Required Classes

State Required Class	ACRISS Code	Vehicle Example* (Make/Model)	Daily Rate	Hourly Rate	Weekly Rate	Monthly Rate
Economy	ECAR	Chevy Aveo	$25.50	$8.42	$165.75	$612.00
Compact	CCAR	Nissan Versa	$25.55	$8.43	$166.08	$613.20
Intermediate	ICAR	Toyota Corolla	$27.25	$8.99	$177.13	$654.00
Fullsize	FCAR	Chevy Impala	$29.50	$9.74	$191.75	$708.00
Minivan	MVAR	Dodge Grand Caravan	$35.00	$11.55	$227.50	$840.00
12 Passenger Van	SVAR	Chevy Express	$55.00	$18.15	$357.50	$1,320.00
Standard SUV	SFAR	Chevy Equinox	$35.00	$11.55	$227.50	$840.00

Additional Classes

Additional Class	ACRISS Code	Vehicle Example* (Make/Model)	Daily Rate	Hourly Rate	Weekly Rate	Monthly Rate
Premium	PCAR	Nissan Maxima	$49.50	$16.34	$321.75	$1,188.00
Luxury	LCAR	Cadillac	$59.50	$19.64	$386.75	$1,428.00
Intermediate SUV	IFAR	Ford Escape	$60.50	$19.97	$393.25	$1,452.00
Large SUV	FFAR	Ford Expedition	$98.50	$32.51	$640.25	$2,364.00
Standard Pickup	SPAR	Chevy Colorado	$52.00	$17.16	$338.00	$1,248.00
Large Pickup	PPAR	Chevy Silverado	$52.00	$17.16	$338.00	$1,248.00

*The examples in the table above are provided as a representative sample of the vehicle makes and models available within each Class. Enterprise and National offer additional makes and models; however, the availability of each vehicle make and model, including the vehicles listed above, may vary at the time of reservation or pickup.

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

Out-of-State Rental Rates - Enterprise & National

All rates include unlimited mileage and roadside assistance; liability coverage and loss damage waiver are included in the rates for Business Use.

State Required Classes

State Required Class	ACRISS Code	Vehicle Example* (Make/Model)	Daily Rate	Hourly Rate	Weekly Rate	Monthly Rate
Economy	ECAR	Chevy Aveo	$31.50	$10.40	$189.00	$661.50
Compact	CCAR	Nissan Versa	$31.50	$10.40	$189.00	$661.50
Intermediate	ICAR	Toyota Corolla	$34.00	$11.22	$204.00	$714.00
Fullsize	FCAR	Chevy Impala	$38.25	$12.62	$229.50	$803.25
Minivan	MVAR	Dodge Grand Caravan	$44.50	$14.69	$267.00	$934.50
12 Passenger Van	SVAR	Chevy Express	$85.00	$28.05	$357.50	$1,347.50
Standard SUV	SFAR	Chevy Equinox	$39.25	$12.95	$235.50	$824.25

Additional Classes

Additional Class	ACRISS Code	Vehicle Example* (Make/Model)	Daily Rate	Hourly Rate	Weekly Rate	Monthly Rate
Premium	PCAR	Nissan Maxima	$49.50	$16.34	$321.75	$1,188.00
Luxury	LCAR	Cadillac	$59.50	$19.64	$386.75	$1,428.00
Intermediate SUV	IFAR	Ford Escape	$60.50	$19.97	$393.25	$1,452.00
Large SUV	FFAR	Ford Expedition	$98.50	$32.51	$640.25	$2,364.00
Standard Pickup	SPAR	Chevy Colorado	$52.00	$17.16	$338.00	$1,248.00
Large Pickup	PPAR	Chevy Silverado	$52.00	$17.16	$338.00	$1,248.00

*The examples in the table above are provided as a representative sample of the vehicle makes and models available within each Class. Enterprise and National offer additional makes and models; however, the availability of each vehicle make and model, including the vehicles listed above, may vary at the time of reservation or pickup.

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

Moving Trucks, Commercial Trucks & Vans Rental Rates - Enterprise Truck Rental

Rates do not include roadside assistance or liability coverage and loss damage waiver.

Mileage Rate: $0.14 Per Mile

In-State Rental Pricing

Vehicle Description	Class Code	Daily Rate	Weekly Rate	Monthly Rate
16' Box	DBOX	$70.00	$350.00	$1,517.00
24' Box	FBOX	$75.00	$375.00	$1,625.00
26' Box	GBOX	$80.00	$400.00	$1,733.00
3/4 ton P/up 2wd	OPAR	$60.00	$300.00	$1,300.00
3/4 ton P/up 4wd	OQAR	$65.00	$325.00	$1,408.00
1 ton P/Up 2wd	UPAR	$70.00	$350.00	$1,517.00
1 ton P/Up 4wd	UQAR	$75.00	$375.00	$1,625.00
Cargo Van	RKAR	$53.00	$265.00	$1,148.00
High-top Cargo	UKAR	$60.00	$300.00	$1,300.00
12' Cutaway	BCUT	$58.00	$290.00	$1,257.00
14-15' Cutaway	DCUT	$63.00	$315.00	$1,365.00
12' Box	BBOX	$63.00	$315.00	$1,365.00
10' Stakebed	ASTK	$75.00	$375.00	$1,625.00
12'-14' Stakebed	BSTK	$80.00	$400.00	$1,733.00
15-16' Stakebed	DSTK	$80.00	$400.00	$1,733.00
24' Stakebed	FSTK	$90.00	$450.00	$1,950.00
26' Stakebed	GSTK	$90.00	$450.00	$1,950.00

Out-of-State Rental Pricing

Vehicle Description	Class Code	Daily Rate	Weekly Rate	Monthly Rate
16' Box	DBOX	$70.00	$350.00	$1,517.00
24' Box	FBOX	$75.00	$375.00	$1,625.00
26' Box	GBOX	$80.00	$400.00	$1,733.00
3/4 ton P/up 2wd	OPAR	$60.00	$300.00	$1,300.00
3/4 ton P/up 4wd	OQAR	$65.00	$325.00	$1,408.00
1 ton P/Up 2wd	UPAR	$70.00	$350.00	$1,517.00
1 ton P/Up 4wd	UQAR	$75.00	$375.00	$1,625.00
Cargo Van	RKAR	$53.00	$265.00	$1,148.00
High-top Cargo	UKAR	$60.00	$300.00	$1,300.00
12' Cutaway	BCUT	$58.00	$290.00	$1,257.00
14-15' Cutaway	DCUT	$63.00	$315.00	$1,365.00
12' Box	BBOX	$63.00	$315.00	$1,365.00
10' Stakebed	ASTK	$75.00	$375.00	$1,625.00
12'-14' Stakebed	BSTK	$80.00	$400.00	$1,733.00
15-16' Stakebed	DSTK	$80.00	$400.00	$1,733.00
24' Stakebed	FSTK	$90.00	$450.00	$1,950.00
26' Stakebed	GSTK	$90.00	$450.00	$1,950.00

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

CarShare Rental Rates - Enterprise CarShare

All rates include 200 miles per day and fuel; zero-deductible insurance coverage is included in the rate for Business Use only.

Vehicle Class	ACRISS Code	Vehicle Example* (Make/Model)	Hourly Rate	Daily Rate	6pm-6am Rate	Weekend Rate (Per Day)
Economy	ECAR	Chevy Aveo	$7.00	$45.50	$40.00	$30.00
Compact	CCAR	Nissan Versa	$7.00	$45.55	$40.00	$30.00
Intermediate	ICAR	Toyota Corolla	$7.00	$47.25	$40.00	$30.00
Fullsize	FCAR	Chevy Impala	$8.00	$49.50	$45.00	$35.00
Minivan	MVAR	Dodge Grand Caravan	$13.00	$55.00	$45.00	$50.00
12 Passenger Van	SVAR	Chevy Express	$15.00	$75.00	$45.00	$50.00
Standard SUV	SFAR	Chevy Equinox	$15.00	$55.00	$45.00	$50.00

Additional Mileage Charge: $0.20 Per Mile

*The examples in the table above are provided as a representative sample of the vehicle makes and models available within each Class. Enterprise CarShare offers additional makes and models; however, the availability of each vehicle make and model, including the vehicles listed above, may vary at the time of reservation or pickup.

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

Optional Equipment & Services - Enterprise & National

Optional Equipment or Service	Item Description	State of Florida Price
Roadside Assistance Product (Enterprise) or Roadside Plus (National)	Waiving of financial responsibility for Roadside Incidents	Included in Contract Rate for Business Use and Leisure Use
Florida Toll Payment Solution - Daily Service Charge	Service fee charged per rental day for use of vendor's toll payment solution.	$3.95 per day of use
Florida Toll Payment Solution - Maximum Service Charge	Maximum service fee charged for entire rental period for use of vendor's toll payment solution.	$19.75
Child Seat	The State requires the use of federally-approved child safety restraining seats for infants and toddlers under the age of five years old, or the age specified by law. Renters may provide their own child safety seat or rent one from Enterprise or National.	$9.99/day

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
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Additional Charges & Fees - Enterprise & National

Additional Charges & Fees	Item Description	Applicable to Business Use? (Yes or No)	Applicable to Leisure Use? (Yes or No)	State of Florida Price
Vehicle Licensing Fee	Fee to recover the costs incurred by the Contractor when registering rental vehicles in each state.	Yes	Yes	Included in the Contract Rental Rate, but itemized separately on the invoice
Refueling Charge	Per-gallon charge to refill the tank to the fuel level present at the time of pickup. Per-gallon rate shall be the Florida Midgrade rate for conventional areas in accordance with section 23 of Exhibit 6.	Yes	Yes	Established Monthly Florida Midgrade Rate
Refueling Administrative Fee	Per-gallon administrative fee that the vendor may charge the Renter in addition to the cost per gallon to refuel a vehicle returned without a full tank.	No	No	No Charge
One-Way Drop Fee (For Out-of-State Travel Only)	Drop fee charged per-rental for one-way rentals to destinations outside the state of Florida.	No	No	No Charge
One-Way Mileage Charge (For Out-of-State Travel Only)	Mileage charge assessed for one-way rentals to destinations outside the state of Florida.	Yes, for one-way rental over 700 miles	Yes, for one-way rental over 700 miles	$0.20 Per Mile (After First 700 Miles)

EXHIBIT 1 - PRICE SHEET
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1

Emergency Management Rates - Enterprise & National

Emergency Management Rates are special rates available to FDEM authorized personnel when the Florida Governor has declared a State of Emergency through an Executive Order.

All rates include unlimited mileage, roadside assistance, liability coverage and loss damage waiver.

Vehicle Class	ACRISS Code	Vehicle Example* (Make/Model)	Daily Rate	Hourly Rate	Weekly Rate	Monthly Rate
Compact	CCAR	Nissan Versa	$25.00	$8.25	$175.00	$667.62
Fullsize	FCAR	Chevy Impala	$29.00	$9.57	$203.00	$803.25
Minivan	MVAR	Dodge Grand Caravan	$34.50	$11.39	$241.50	$934.50
Standard SUV	SFAR	Chevy Equinox	$30.00	$10.00	$210.00	$824.25

*The examples in the table above are provided as a representative sample of the vehicle makes and models available within each Class. Enterprise and National offer additional makes and models; however, the availability of each vehicle make and model, including the vehicles listed above, may vary at the time of reservation or pickup.

EXHIBIT 2
RENTAL VEHICLES
CONTRACT NO. 78111808-15-1
CONTRACT QUARTERLY SALES REPORT

CONTACT INFORMATION

Please provide your contact information and indicate the period for which your company is reporting contract sales.

Company Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone #: _____

Reporting Period: _____ _____

Name of Principal Approving the Report: _____

SUMMARY INFORMATION

Please provide summary level information about contract sales your company made during the reporting period.

Business Rentals	
Quarterly Total Sales Amount:	
Quarterly Number of Agency Rentals:	
Quarterly Number of OEU Rentals:	

Leisure Rentals	
Quarterly Total Sales Amount:	
Quarterly Number of Agency Rentals:	
Quarterly Number of OEU Rentals:	

NOTE: In addition to the information that your company is required to provide in this report, State Purchasing may periodically request additional information. We recommend that you maintain accessible and accurate records for each rental that you provide under the contract.

EXHIBIT 2 - QUARTERLY SALES REPORT
RENTAL VEHICLES CONTRACT NO. 78111808-15-1

Line ID #	Rental Agreement Number	State Agency Account Number	State Agency Name	Renter's Account Number	Renter's Name	Rental Pickup Location (City)	Rental Pickup Location (State)	Rental Return Location (City)	Rental Return Location (State)	Rental Pickup Date	Rental Return Date	Total Rental Days	Vehicle Class Charged	Vehicle Class Rented	Method of Payment	Credit Card Type	Vehicle Mileage at Pickup	Vehicle Mileage at Return	Total Miles Driven	Base Rental Amount Charged	Total Refueling Charge	Refueling Price Per Gallon	Additional Rental Charges/Fees	Total Rental Amount Charged	Comments / Additional Information
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EXHIBIT 2 - QUARTERLY SALES REPORT
RENTAL VEHICLES CONTRACT NO. 78111808-15-1

Line ID #	Rental Agreement Number	OEU Account Number	OEU Name	Renter's Account Number	Renter's Name	Rental Pickup Location (City)	Rental Pickup Location (State)	Rental Return Location (City)	Rental Return Location (State)	Rental Pickup Date	Rental Return Date	Total Rental Days	Vehicle Class Charged	Vehicle Class Rented	Method of Payment	Credit Card Type	Vehicle Mileage at Pickup	Vehicle Mileage at Return	Total Miles Driven	Base Rental Amount Charged	Total Refueling Charge	Refueling Price Per Gallon	Additional Rental Charges/Fees	Total Rental Amount Charged	Comments / Additional Information
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EXHIBIT 2 - QUARTERLY SALES REPORT

RENTAL VEHICLES CONTRACT NO. 78111808-15-1

Line ID #	Rental Agreement Number	Renter's Employer	Renter's Account Number	Renter's Name	Rental Pickup Location (City)	Rental Pickup Location (State)	Rental Return Location (City)	Rental Return Location (State)	Rental Pickup Date	Rental Return Date	Total Rental Days	Vehicle Class Charged	Vehicle Class Rented	Method of Payment	Credit Card Type	Vehicle Mileage at Pickup	Vehicle Mileage at Return	Total Miles Driven	Base Rental Amount Charged	Total Refueling Charge	Refueling Price Per Gallon	Additional Rental Charges/Fees	Total Rental Amount Charged	Comments / Additional Information
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Exhibit 3 - Contract No. 78111808-15-1

Ordering Instructions	
Contractor Information	
Contractor NAME:	[Enter Contractor's Name]
Contractor FEID NO.:	[Enter Contractor's Federal Employer Identification Number]
MFMP / SPURS VENDOR NO.:	[Enter Contractor's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Contractor's Street Address]
CITY, STATE and ZIP:	[Enter Contractor's City, State and ZIP]
INTERNET ADDRESS:	[Enter Contractor's Internet Address]
TELEPHONE NO.:	[Enter Contractor's Main Telephone Number]
TOLL-FREE NO.:	[Enter Contractor's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Contractor's Main Fax Number]
Person Responsible For Administering The Contract	
NAME:	[Enter Contact's Name]
TITLE:	[Enter Contact's Title]
STREET ADDRESS:	[Enter Contact's Street Address]
CITY, STATE and ZIP:	[Enter Contact's City, State and ZIP]
E-MAIL ADDRESS:	[Enter Contact's E-Mail Address]
TELEPHONE NO.:	[Enter Contact's Telephone Number]
TOLL-FREE NO.:	[Enter Contact's Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Contact's Cell Phone Number (Optional)]
FAX NO.:	[Enter Contact's Fax Number]
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	[Enter Contractor's Remit-To Name] Or Enter "See Installer/Dealer List"
REMIT-TO STREET ADDRESS:	[Enter Contractor's Remit-To Street Address]
REMIT-TO CITY, STATE and ZIP:	[Enter Contractor's Remit-To City, State and ZIP]
REMIT-TO EMAIL and/or INTERNET ADDRESS:	[Enter Contractor's Remit-To Email and/or INTERNET Address]
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

EXHIBIT 4

Rental Vehicles
Special Contract Conditions

In the event of conflict between the Special Contract Conditions and the General Contract Conditions, PUR 1000, the Special Contract Conditions will govern, unless the conflicting terms in the PUR 1000 are required by Florida law.

1 Definitions

The following definitions apply to this Contract, in addition to the definitions contained in the PUR 1000.

- **Brand** – The name, term, design, symbol, or other feature identifying a company's products or services as distinct from those of other companies. With respect to this Contract, a Brand is the name associated with the vehicles offered for rental services by an affiliate or subsidiary of a Contractor parent company.

- **Business Associate** – A duly licensed driver who is an employee of the same or another Eligible User, an employee of a state contractor, vendor, or supplier, or a volunteer performing an official state function, and who is traveling with the Renter for the purpose of conducting state business or performing official duties.

- **Business Use** or **Business Rental** – Use of rental vehicles by Renters to conduct work activities authorized by the Eligible User.

- **Class** – The categories of vehicles defined in the Statement of Work for this ITN.

- **Contract**(s) – The written agreement(s), if any, resulting from the ITN consisting of those documents identified in the Contract.

- **Daily Rental** – Rental that is one 24-hour period in length.

- **Department** – The Department of Management Services.

- **Eligible User** – For purposes of this Contract, state agencies, as defined in section 287.012(1), Florida Statutes, and other governmental and non-governmental entities, as described in rule 60A-1.005, Florida Administrative Code.

- **Monthly Rental** – Rental that is 28 days in length.

- **Personal Associate** – A duly licensed driver traveling in the rental vehicle with the Renter who has one of the following relationships to the Renter: spouse, life partner, and children above the age of 25 living at Renter's home.

- **Leisure Use** or **Leisure Rental** – Use of rental vehicles by Renters for personal travel not authorized by Eligible Users.
- **Renter** – An Eligible User's authorized representative or employee who is authorized to rent vehicles for travel.
- **State** – The State of Florida.
- **Weekly Rental** – Rental that is seven days in length.

2 Renewal Term

If Contractor performs satisfactorily, as determined exclusively by the Department, the Department may elect to offer Contractor the opportunity to renew the Contract in whole or in part, for one or more renewal terms. The total duration of such terms will not exceed five years. Any renewals must be in writing and signed by both parties. Renewal pricing shall be based on Contractor's pricing in the fifth year of the Contract plus no more than three percent and shall be determined in accordance with the provisions of section 27, Rate Adjustments, of the Statement of Work, Exhibit 6.

3 Payments

3.1 Pricing

Contractor shall adhere to the negotiated prices that are included in Exhibit 1, Price Sheet.

3.2 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail to support an audit. The Department reserves the right to request additional documentation prior to reviewing or approving invoices.

3.3 Purchasing Card Program

Contractor must accept the methods of payment described in section 4 of the Statement of Work, Exhibit 6.

3.4 Return of Funds

Contractor shall return to the Customer any overpayments made to Contractor due to unearned funds or costs disallowed that were disbursed to Contractor by the Customer and any interest attributable to such overpayment pursuant to the terms and conditions of this Contract. In the event that Contractor or its independent auditor discovers that an overpayment has been made, Contractor shall return the overpayment immediately without notification from the Customer. In the event that the Customer first discovers an overpayment has been made, the Customer may notify Contractor in writing of such findings. Should repayment not be made within 30 days, Contractor will be charged interest

at the lawful rate of interest on the outstanding balance after Customer notification or Contractor discovery.

3.5 Electronic Invoicing

In addition to section 15 of the PUR 1000, the following provisions pertaining to electronic invoicing apply. Contractor shall supply electronic invoices in lieu of hard copy invoices for those transactions processed through MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices may be submitted to Eligible Users through the Ariba Network (AN), whose usage is not mandatory. Contractor may incur a fee for use of the AN. Electronic invoices shall be submitted to Eligible Users through the AN in one of three mechanisms, as listed below.

a) cXML (commerce eXtensible Markup Language) - This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

b) EDI (Electronic Data Interchange) - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for electronic invoicing via the AN for catalog and non-catalog goods and services.

c) Purchase Order (PO) Flip via AN - This online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

Electronic invoicing is the preferred method for submission of invoices, but Contractor may submit invoices to an Eligible User through other means, including e-mail, with the consent of the Eligible User.

4 Contract Administration

4.1 Contractor's Ordering Instructions

Contractor shall submit its company's Ordering Instructions as provided in the completed Ordering Instructions form. Contractor shall update any information necessary for placing orders under the Contract by submitting revised Ordering Instructions (Exhibit 3).

4.2 Contract Quarterly Reports

Each Contractor shall submit the Contract Quarterly Report (Exhibit 2) in Excel format within 30 days of the end of the quarter in the format that will be provided by the Department.

The Department reserves the right to modify the Quarterly Report at any time during the contract and to require Contractor to provide additional reports. Failure to provide the Quarterly Report and any requested annual sales reports (including reports with no sales), may result in Contractor being found in default, and termination of the Contract by the Department or nonrenewal of the Contract.

Submission of the Quarterly Report is the responsibility of Contractor without prompting or notification by the Department. Contractor shall submit the completed Quarterly Report by email to the Contract Manager.

If no sales are recorded in two consecutive contract quarters, Contractor may be placed on probationary status or cancelled, or the Department may choose to not renew the Contract.

4.3 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. Contractors doing business with the State of Florida are strongly encouraged to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, Contractor shall report to the Department amounts spent with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

4.4 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the agenda. Contractor shall submit the completed agenda and proposed presentation to the Department for review and acceptance 10 days prior to the meeting. Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default, and termination of the Contract by the Department or nonrenewal of the Contract.

5 Compliance with Laws

Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, Florida Statutes, and Rule Chapter 60A, Florida Administrative Code govern the Contract. Contractor shall comply with section

274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination.

5.1 Notice of Legal Actions

Within 30 days of the action being filed, Contractor shall notify the Department of any legal actions filed against it involving the contractual provision of rental vehicles, and alleging violation of any laws, rules, codes, ordinances, or licensing requirements which would materially impact Contractor's ability to perform or to fulfill its obligations under the Contract. In addition, Contractor shall notify the Department of any legal actions filed against it for breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action as required above within 30 days of the action being filed may be grounds for termination or nonrenewal of the Contract.

5.2 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

5.2.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.2.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

6 Liability and Worker's Compensation Insurance

This paragraph supersedes section 35, of the PUR 1000. During the Contract term, Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently $200,000 per accident, $200,000 per person, and $1,000,000 policy aggregate) covering all Contractor employees engaged in any Contract work; commercial general liability coverage for the acts and omissions of Contractor or its employees on an occurrence basis in the minimum amount of $1,000,000 (defense cost in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance, which may be self-insured, covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $1,000,000, including hired and non-owned liability, and $50,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of the Contract. The Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. 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.

7 Public Records

7.1 Access to Public Records

Contractor shall allow public access to all documents, papers, letters, or other material made or received by Contractor in conjunction with the Contract as required by Florida law, unless the records are exempt from Article I, section 24(a), Florida Constitution, or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if Contractor refuses to allow public access as required in this section.

7.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must provide the Department with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the Contract name and number, and be clearly titled "Confidential." The redacted copy should redact only those portions of material Contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

7.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify Contractor such an assertion has been made. It is Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of Contractor under legal process, the Department shall give Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

7.4 Indemnification Related to Redacted Confidential Information

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce all documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

7.5 Public Records Clause for Department Contracts

If, under this Contract, Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

8 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed as a result of this Contract.

9 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, Exhibit 7, for completion by an authorized representative of Contractor attesting that Contractor is in compliance with the best pricing provision in section 4(b), General Contract Conditions (PUR 1000), Exhibit 5. Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit. Contractor shall provide preferred pricing to the Department when such pricing is offered to any other account with the same scope, features and travel patterns as are required under this Contract.

10 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor during the Contract term.

11 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

12 Records Retention

Contractor shall 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 the Contract for a period of five years after expiration or termination of the Contract.

13 Gifts

Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. Contractor will ensure that its subcontractors, if any, comply with this provision.

14 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office, as described in section 215.422, Florida Statutes, include disseminating information relative to prompt payment, and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at 850-413-5516, or the Vendor may call the Department of Financial Services Consumer Hotline at 1-800-342-2762.

15 Monitoring by the Department

Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of Contractor that are relevant to the Contract, and to interview clients, employees, and subcontractor employees of Contractor to assure the Department of satisfactory performance of the terms and conditions of the Contract. Following such review, the Department will deliver to Contractor a written report of its finding, and may direct the development, by Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

16 MyFloridaMarketPlace (MFMP) Catalog Requirements

There is no requirement for an MFMP line item or punch-out catalog in this Contract.

17 Financial Consequences for Non-Performance

If the Department determines that Contractor failed in any quarter to meet requirements of the Required Service Levels found in section 37, Statement of Work, Exhibit 6, for two or more standards, the Department has the right to assess Contractor a fee in accordance with the Required Service Levels table in Exhibit 6. The financial consequences detailed in Exhibit 6, which are based on non-performance of Contractor, represent maximum annual financial consequences of $20,000. These consequences for non-performance shall not be considered penalties.

18 Ethical Business Practices

Any Contractor awarded business as a result of this ITN shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing Contractor. All work performed under this contract will be subject to review by Office of the Inspector General at the Department of

Management Services, Monday through Friday, 8 a.m. to 5 p.m. (EDT) and any findings suggesting unethical business practices may be cause for termination or cancellation. Pursuant to section 20.055(5), Florida Statutes, Vendor, and any subcontractor to the Vendor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

19 Delays and Complaints

Service delays and complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process, per rule 60A-1.006, Florida Administrative Code (PUR 7017 form), may result in default proceedings and cancellation.

If Contractor fails to submit a resolution schedule as requested by the Customer, or fails to remedy the failure as described in the resolution schedule, the Customer may impose a sanction of up to $1000 per day for each calendar day of non-compliance, until the non-compliance is remedied to the satisfaction of the Customer or the Customer terminates the contract.

20 Dispute Resolution and Governing Law

This section modifies and supersedes section 31, General Contract Conditions, PUR 1000, Exhibit 5.

a. Representatives of Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish information regarding the issue in dispute;

b. The party representatives shall discuss the matter and negotiate in good faith to resolve the matter;

c. If an agreed upon resolution is not reached through negotiation, the Department's Contract Manager shall make a determination about the matter, reduce the decision to writing, and send a copy to Contractor's representative;

d. If Contractor is dissatisfied with the Department's decision, Contractor may initiate a formal alternative dispute resolution mechanism; however, no mandatory mediation or arbitration is authorized, and any provision to the contrary does not apply to this Contract;

e. If informal and formal dispute resolution processes identified above do not resolve the issue in dispute, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, venue will be in the Second Judicial Circuit, in and for Leon County, and Florida law will govern.

f. Except as otherwise provided by law, the parties agree to be responsible for their own attorneys' fees incurred in connection with disputes arising under the terms of this Contract.

21 Use Tax

It is the responsibility of Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax", Rule Chapter 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET) or http://dor.myflorida.com/dor/businesses.

22 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 Contractor providing such insurance. Upon request, Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

23 Insurance, Subcontractor's Public Liability and Property Damage

Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 6 of the Special Contract Conditions, or Contractor may insure the activities of its subcontractors in Contractor's policy, as specified above.

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Exhibit 5

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
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8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
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32. Employees, Subcontractors, and Agents.
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42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

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

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

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

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

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

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

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

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report 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. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

34.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

37. Warranty of 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 convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

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

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

EXHIBIT 6

Rental Vehicles
Statement of Work

1 General Requirements

1.1 Contractor shall provide Eligible Users 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, is at least 18 years of age or older, and has a form of payment allowed under the Contract. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge shall be applied. These requirements shall only apply to Business Rentals. Leisure Rentals may be subject to a minimum age surcharge or additional fees.

1.3 Contractor shall allow Renters, Personal Associates and Business Associates to operate a rental vehicle.

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

2 Rental Agreement

A rental agreement must be prepared for each Renter who rents a vehicle under this Contract. Additional terms and conditions contained in Contractor's rental agreement that conflict with the Contract are invalid.

3 Billing Conditions

All invoices must be complete and legible and, at a minimum, must contain the following data:

- Driver's Name
- Billing Address (Driver's home address must not be used except for Leisure Rentals)
- Date and time vehicle was checked out
- Date and time vehicle was checked in
- Beginning mileage
- Ending mileage
- Miles driven
- Vehicle rental rate per day
- Vehicle rental rate per hour (if applicable)
- 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 invoice may be used, provided the required data is included.

4 Method of Payment

4.1 Contractor shall accept the State of Florida Purchasing Card, Master Card, Visa, American Express, Discover Card, Diner's Club Cards, and air travel cards as acceptable methods of payment for rental vehicles.

4.2 Contractor shall accept Purchase Orders from Eligible Users.

4.3 Contractor shall have the ability to create direct billing accounts for Eligible Users.

4.4 Contractor may provide other methods of payment that may be Contractor-specific, but must provide rentals based upon the State's method of payments, as specified.

4.5 Contractor shall have the ability to divide the total charges for a vehicle rental between two or more methods of payment presented by the Renter. For the purposes of the Contract, this practice will be known as "split billing". Contractor shall submit proposed procedures for accomplishing split billing to the Department not later than 30 days prior to the Contract start date. The Department shall review the proposed procedures and request changes if necessary. Contractor shall implement the procedures approved by the Department within six months after the Contract start date.

5 Maintenance and Operating Expenses

The only maintenance or operating expense for which the Eligible User may be billed is gasoline or another fuel type 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.

6 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 location identified by the Renter within two hours of being notified by the Renter. Contractor shall be responsible for all repairs and towing of the impaired vehicle.

In the event of a flat tire, Contractor shall replace the damaged tire or supply a replacement vehicle. If the flat tire occurs during routine operation of the vehicle, Contractor shall charge no additional fee for replacement of the tire or rental vehicle.

Contractor shall provide a 24-hour toll-free roadside assistance number to Renters at the time of vehicle pickup. Contractor personnel operating the roadside assistance number shall be familiar with and have access to the terms and conditions of the Contract.

7 Vehicle Accidents

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

8 Liability for Rental Vehicle

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

a) Driving under the influence of alcohol or any prohibited drugs
b) Operating the vehicle for an illegal purpose
c) Using the vehicles to push or tow another vehicle unless the vehicle is equipped for towing and Contractor has agreed to this in writing beforehand
d) Using the vehicle to carry passengers or property for hire
e) Driving the vehicle in a race or contest
f) Permitting operation of the vehicle by an unlicensed driver
g) Driving the vehicle outside of the United States except where such use is specifically authorized by the Contract
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)

9 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 against the State, the Department, or Eligible User for any physical damage, loss, vandalism, fire or 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 rental vehicle was not used by the Eligible User 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.

10 Minimum Insurance Requirements for Business Use of the Rental Vehicles

All base vehicle rental rates must include the following insurance coverage as minimum liability on a primary coverage basis:

Bodily injury	$100,000 per individual
Bodily injury	$300,000 per accident
Property Damage	$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 and privilege 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 is not an employee of the Eligible User or the State, and has not signed the rental agreement. 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.

Eligible Users that utilize the Contract do not have the authority to deny any of the above insurance coverage, with the exception of Leisure Rentals.

NOTE – Certificates of Insurance shall be provided and the Certificate Holder's Name(s) upon the certificates shall be:

Eligible Users 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 day of Award through the end of the Contract. It is Contractor's responsibility to provide certificates prior to their expiration to the Department's Contract Manager.

11 Reservation Options and Systems

Contractor shall maintain a State-dedicated online reservation system where Eligible Users can access the rates under this Contract. 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 branch locations via walk-in and local telephone number. Contractor's personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Contract.

12 Reservation Requirements

12.1 Contractor shall accept reservations made at least 24 hours in advance on rentals where the pick-up and drop-off location will be the same and seven calendar days in advance on one-way rentals. Contractor shall not charge additional fees for reservations made less than 24 hours prior to pickup.

12.2 Contractor shall provide the reserved vehicle Class or a higher Class, if accepted by the Renter, at no additional charge for all Eligible User reservations when 24 hours' notice is given and the pick-up and drop-off location will be the same.

12.3 If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reserved vehicle for three hours after the Renter's estimated time of arrival prior to release.

12.4 Whenever possible, the Eligible User will advise Contractor a minimum of eight hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation will the State, the Department, or Eligible User be liable for payment of "no shows".

12.5 Contractor shall provide written confirmation of reservations via email upon request.

13 Alternate Pickup and Drop-Off Personnel

Contractor shall provide the option for designated personnel who are employed by the Eligible User to pick up and return a rental vehicle for use by high-ranking management personnel of the Eligible User's organization. Not later than thirty (30) days after Contract award, if any, Contractor shall provide the description of its procedures for satisfying this requirement to the Contract Manager.

14 Vehicle Pickup and Return

14.1 Area maps will be provided free of charge upon request.

14.2 Contractor shall provide the Renter with accident, repair, and vehicle return instructions.

14.3 At all airport rental locations, Contractor shall furnish vehicles containing a full tank of gas. At all non-airport rental locations in Florida, Contractor shall furnish vehicles containing no less than one-half tank of gas. At all non-airport rental locations outside Florida, Contractor shall furnish vehicles containing no less than one-quarter tank of gas.

14.4 Contractor may request Eligible User to sign Contractor's Standard Rental Agreement solely to document the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable Contract rates, and the computation and method of payment of charges.

14.5 Contractor shall provide to Eligible User a completed copy of the Standard Rental Agreement showing total charges to be billed for the rental.

15 Requirements for Contractor Locations

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

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

15.3 Contractor may offer customer convenience features at no additional charge which may include:

- 24 Hour Staffing
- 24 Hour Drop-Off
- On-Site Parking
- Secured Parking

15.4 With the exception of airport rental locations, Contractor shall provide remote pickup and drop-off service at no charge to Renters when 24-hour's notice has been provided by the Renter. Contractor shall pickup and drop-off the Renter at any location specified by the Renter that is within a 10-mile radius of Contractor's rental location where the Renter's reservation was made or where the vehicle was returned.

16 Airport Locations

16.1 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 CY2013 report (see the FAA report link provided below). To meet the requirement for "Large" commercial airports, airport rental locations may be on-site, terminal locations at the airport or off-site locations within two miles of the airport.

http://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/media/preliminary-cy13-commercial-service-enplanements.pdf

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

16.3 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 Contractor's shuttle, or have a clearly identified location at which the shuttle may be boarded for transportation to the rental vehicle's location.

16.4 Where permitted by the regulations of the applicable airport authority, Contractor must have a shuttle bus that runs, at a minimum, every 15 minutes to and from the airport and Contractor's airport rental location. Shuttle service pickup is to be accomplished within 15 minutes of Eligible User's notification to Contractor. Rental vehicle pickup must be accomplished within 30 minutes from initial contact with Contractor**.** Upon return of the rental vehicle to airport rental locations located off airport grounds, Contractor must transport Eligible User to the airport terminal within 30 minutes of vehicle return.

16.5 All airport rental locations must remain open at least one 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.

17 Mandatory Tallahassee Locations

17.1 Capital Circle Office Center Rental Location

Contractor shall establish and operate a rental location at or within one mile driving distance of the Capital Circle Office Center (CCOC). This rental location shall be operational by the Contract start date and continue for the duration of the Contract.

To meet this requirement, Contractor may operate a rental location at the Capital Circle Office Center in Tallahassee. The hours of operation are 8:00 a.m.-5:00 p.m. Eastern Time, Monday through Friday, with the exception of any State of Florida observed holidays. The office is in Suite 152 within the state building at 4030 Esplanade Way, Tallahassee, FL 32399. This rental location may only be used by Eligible Users of the State Term Contract and is not for general public use for reservation, pickup or delivery of rentals.

A secure key drop box must be located outside of the door near the entrance of 4030 Esplanade Way, for the purpose of after-hour drop offs. The drop box must be checked at the start of business each morning (and logged as to date and time and vehicles returned) to verify possible times of return during any after-hour drop offs and during the weekends.

17.2 Downtown Tallahassee Rental Location

Contractor shall establish and operate a Downtown Tallahassee rental location within one mile 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.

17.3 North Tallahassee Rental Location(s)

Contractor shall establish and operate at least one North Tallahassee rental location. The Department prefers a location in the vicinity of the Interstate 10 interchanges for either Monroe Street or Thomasville Road, however, will consider alternate locations provided Contractor can demonstrate that its proposed location effectively serves residents in northeast Tallahassee and Leon County. The North Tallahassee rental location(s) shall be operational by the contract start date and continue for the duration of the Contract.

17.4 After-Hours Return at Mandatory Tallahassee Locations

At all mandatory Tallahassee rental locations, Contractor shall provide an after-hours drop box 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.

18 Contract Rental Rates

18.1 Contractor shall not exceed the Contract rates for rental vehicles. 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.

18.2 Contractor shall, at a minimum, provide pricing for Daily, Weekly and Monthly Rentals.

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

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

18.5 Contract rates under this Contract do not require a minimum rental period and are not subject to blackout dates, except in specific locations where the Department has agreed in writing in advance to permit blackout dates.

18.6 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.

18.7 Contract rates do not include refueling charges, legislative or mandated taxes, and bond issues imposed by government bodies or any additional optional charges that Eligible User 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.

18.8 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.

18.9 Where the Eligible User 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.

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

18.11 Contract Rates shall be applied beginning with the Daily Rental rates. If the Daily rental rate (inclusive of any hourly charges) exceeds the Weekly Rental rate, then the Weekly rental rate shall apply. If the Weekly rental rate exceeds the Monthly Rental rate (inclusive of any hourly charges), then the Monthly rental rate shall apply.

19 Taxes

In accordance with section 212.08(6), Florida Statutes, only in-state rentals that are billed directly to the Eligible User by use of a 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 though the Renter is subsequently reimbursed by the Eligible User. Out-of-state rentals may have tax charges.

20 Vehicle Availability

Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Eligible Users with advance reservations. Contractor shall ensure that the available fleet is not overbooked.

If a reserved vehicle is not available at the time of pickup by the Renter, Contractor shall substitute a vehicle of same or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price.

21 Late Return Fees

Contractor may apply a per-hour overtime rate if the Renter is more than 59 minutes late returning the vehicle. If the Renter returns the vehicle 59 minutes late or less, then 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 hourly charges exceed the value of the Daily rental rate, Contractor shall bill for the Daily rental rate.

22 One-Way Rentals

Contractor shall not charge any drop fee or any additional 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 at the rate specified in Exhibit 1, Price Sheet. The mileage charge for the one-way rental will be the product of actual miles driven during the rental period.

23 Refueling Charge

Rates for all Classes of vehicles provided under the Contract are dry rates and do not include fuel. Gasoline and other forms of fuel will be charged to the State when the vehicle is checked-in with less fuel than was in the tank at the time of pickup according to the vehicle fuel gauge. Prior to returning the vehicle, Renters must refill the vehicle to the fuel level at the time of pickup or pay the refueling charge.

23.1 If a rental vehicle is returned with less fuel than was in the tank at the time of pickup, 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 time of pickup. The refueling charge and the per-gallon rate shall be separately itemized on the rental invoice.

23.2 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 http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sfl_w.htm.

23.3 Fuel price shall be adjusted monthly, effective on the first Wednesday 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.

24 Contact & Information

Contractor shall provide a management level Contract Administrator within the State of Florida who will work with the Department 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 an Eligible User. 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 Contract Manager of any changes in assignment of the Contract Administrator, in writing via email, within 5 business days of the new assignment.

25 Personnel Training & Resources

Contractor shall ensure that all counter personnel at all 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 Eligible Users 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 Eligible Users.

26 Leisure Use of Contract

Contractor will extend Business Rental rates to Renters, Business Associates and Personal Associates for Leisure Use of all vehicles that Contractor is authorized to rent under the Contract. Exclusions for Leisure Use of Carshare and moving trucks, commercial trucks and vans may apply where described in the Contract.

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

26.2 Contractor will provide all other services, amenities and features included in the Business Rental rates for Required Vehicle Classes and additional Classes accepted by the Department, including unlimited mileage and Roadside Assistance Product (Enterprise) or Roadside Plus (National). This provision does not apply to Leisure Use of Carshare and moving trucks, commercial trucks and vans.

26.3 Contractor will provide a separate account number for Leisure Rentals at no charge to Renters, Business Associates and Personal Associates. 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.

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

26.5 Contractor will explore development of automated billing procedures to permit seamless transition of rentals from Business Use to Leisure Use, and will report on progress in the development of such procedures, as requested by the Department. When such procedures are implemented, Contractor will extend liability and collision/loss damage insurance coverage to Leisure Use from a Business Use rental of at least one day, as negotiated.

26.6 Until such procedures are developed, Contractor will permit a Renter, Business Associate or Personal Associate to extend a Business Use rental to Leisure Use, provided the Renter, Business Associate or Personal Associate returns the vehicle to the rental location for inspection and executes a separate rental agreement prior to the period of Leisure Use.

27 Rate Adjustments

27.1 General Provisions

27.1.1 Prices established in the Contract shall remain fixed for the first two years of the Contract. Thereafter, Contractor may request a price increase. However, Contractor shall not request, and the Department may not entertain, more than one request for a price increase for each subsequent year.

27.1.2 Any requests for increases in prices must be supported by substantial, relevant evidence that the costs for the provision of services have increased in an amount that meets or exceeds the value of the requested increase.

27.1.3 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.

27.1.4 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.

27.2 Initial Term of the Contract

27.2.1 Contract price increases may not exceed more than three percent per year, and the aggregate amount of all requested increases may not exceed 10 percent during the initial term of the Contract.

27.2.2 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.

27.3 Renewal Years of the Contract

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

27.3.2 For years in which a Contract renewal is exercised, the Department may consider waiving the ten (10) percent cap if Contractor can demonstrate substantial, relevant evidence that the costs for the provision of services have increased in an amount that exceeds the allowable percentage increase in prices. The determination to waive the limits is exclusively that of the Department.

28 Vehicle Requirements

28.1 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 the same and are accurate.

28.2 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 (if available from manufacturer) and all season radial tires.

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

28.4 At time of vehicle pickup, Contractor shall deliver to the Renter a vehicle that has been properly serviced, has the proper fluid and coolant levels, and is in clean condition (inside and out). All vehicles should be in a like-new condition with no body damage or mechanical problems.

28.5 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 Contract 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.

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

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

29 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.

30 Required Vehicle Classes

At a minimum, Contractor shall have the following Classes of vehicles available for rent under this Contract.

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Economy	ECAR	Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
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
Fullsize	FCAR	Fullsize	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	SVAR	Standard	Passenger Van	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Standard SUV	SFAR	Standard	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air

Contractor may propose, and the Department may consider, the inclusion of additional vehicle classes, including moving trucks, commercial trucks and vans, during the term of the Contract. Contractor shall not offer any new vehicle classes to Renters without the prior written approval of the Department. The Department and Contractor shall agree upon the rates that will be charged for new vehicle classes prior to the classes being offered.

31 Emergency Management Service Rental Rates

31.1 If the Florida Governor declares a State of Emergency through an Executive Order, 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).

31.2 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.

31.3 Emergency Management Services rental rates will be discounted from the Contract rates for the vehicle Class requested by FDEM Authorized Personnel and shall include the same insurance coverage and benefits afforded to Renters under the Contract.

31.4 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 Contractor location if requested by FDEM Authorized Personnel.

31.5 Contractor must provide discounted Emergency Management Service rental rates for the vehicle Classes listed below. Contractor may propose additional vehicle Classes to the Department during the term of the Contract.

- Standard SUV (SFAR)
- Compact (CCAR)
- Fullsize (FCAR)
- Minivan (MVAR)

32 Alternate Vehicles

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

33 Optional Vehicle Features and Equipment

Contractor may offer optional vehicle features and equipment to Renters at the time of the vehicle reservation or at pickup. Optional vehicle features and equipment may include toll transponders, GPS technology, Bluetooth capabilities, and cruise control. If additional charges for these vehicle features and equipment are permitted by the Contract, they must be itemized on the rental invoice.

34 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 reoccurring basis (monthly, quarterly or annually) during the term of the Contract.

35 Contractor Brands

During the term of the Contract, Contractor may request that the Department approve the provision of rental vehicle services through additional Brands offered by Contractor. Contractor shall not offer services through any additional Brand(s) to Renters without the prior written approval of the Department. Services provided through Contractor's other Brand(s) shall be provided at the Contract rates and shall comply with all terms and conditions set forth in the Contract. The Department reserves the right to limit or disallow services offered by Contractor's Brands under the Contract.

36 Carshare Rentals

36.1 Contractor shall offer a Carshare program to Eligible Users for Business Use and Leisure Use. Carshare is defined as a model of car rental which allows Renters to rent vehicles for short periods of time, usually by the hour, and primarily for local travel.

36.2 Prior to instituting a Carshare program for an Eligible User, Contractor shall meet with the Eligible User to determine the number and types of vehicles necessary to meet the needs of the Eligible User. Contractor shall work with the Eligible User to enroll Renters into the Carshare program, educate Renters about the program, and provide the number of vehicles agreed upon by the Eligible User and Contractor.

36.3 Contractor may charge each Renter a one-time Carshare program enrollment fee.

36.4 Contractor shall not charge Renters an annual Carshare membership fee for Business Use.

36.5 Contractor shall include zero-deductible insurance coverage in the Carshare rate for all Business Rentals.

36.6 Contractor shall include a cap of 200 miles per day in the Carshare rate, after which a mileage fee may apply.

36.7 Contractor shall provide a fuel card in each Carshare vehicle. Charges for fuel shall be included in the Carshare rate for the vehicle, except for the Daily Rate Without Fuel option listed on the Price Sheet (Exhibit 1).

36.8 If the accumulated hourly charges at the Carshare rate exceed the Contract Daily rate for the same vehicle Class, Contractor shall charge the Contract Daily rate for the rented vehicle Class.

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37 Required Service Levels

Contractor shall meet the following service levels for the term of the Contract.

Performance Metric	Description	Minimum Percentage Target	Calculation	Financial Consequences for Non-Performance Measured Enterprise-wide per quarter based on minimum performance target (not occurrence)
Vehicle Available at Time of Reservation	Measures Contractor's ability to provide the Class requested by the Renter (or a greater Class offered at no additional charge) at the time of reservation	98%	Number of Renter reservations to which the requested Class was available / Total number of Renter reservations	$500
Vehicle Available at Time of Pickup	Measures Contractor's ability to provide the reserved Class or a free Class upgrade at time of pickup	98%	Number of Renter pickups at which the requested Class was available / Total number of Renter pickups	$500
Invoice Accuracy	Measures Contractor's ability to ensure that invoices are correct and accurately reflect the charges incurred by the Renter	98%	Number of correct and accurate Renter invoices / Total number of Renter invoices	$500
Roadside Assistance Support	Measures Contractor's responsiveness and ability to provide roadside assistance support to Renters in accordance with the Contract requirements	95%	Number of instances in which roadside assistance was provided within 2 hours of Renter notification / Total number of Renter notifications for roadside assistance	$1000
State-Dedicated Web Portal Uptime	Measures the availability of Contractor's State-dedicated web portal to accept Renter's reservations and access any Renter information available through the web portal	98% Uptime	Hours in which the web portal was fully accessible to Renters / Total hours of web portal operation	$500

EXHIBIT 6

Renter's Information Security	Measures Contractor's ability to securely manage Renter's and Eligible User's information and ensure that it is not compromised	100%	Notification of adverse incidents	$1000
Report Submission	Measures Contractor's compliance with required report deadlines	98%	Date of report submission	$500
Customer Survey Results	Measures customers' overall satisfaction with Contractor's performance	90% or higher	Number of Renters satisfied with Contractor's services / Total number of surveys answered	$500

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Exhibit 7
State of Florida
Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, The undersigned contractor hereby attests that the Contractor complies with the best pricing offer clause contained in section 4(b) PUR 1000, Attachment E, of the contract.

Print Contractors Name: _____

By: _____ Date: _____
Signature of the Authorized Representative:

Print Representatives Name/Title:

_____

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by _____.

_____.
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____Produced the following I.D. _____

Vendor Name: _____ FEIN#_____
Vendor's Authorized Representative Name and Title: _____
Address:
City, State, and Zip Code: _____
Phone Number: (___) ___-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)