



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**Invitation to Negotiate (ITN)**

**For**

**Rental Vehicles**

**ITN No. 02-78111808-A**

**The State of Florida**

**Department of Management Services**

**August 26, 2014**

# TABLE OF CONTENTS

<b>1</b>	<b><i>Introductory Section</i></b> .....	<b>5</b>
1.1	Introduction.....	5
1.2	ITN Goals.....	5
1.3	Definitions .....	5
1.4	ITN Award Process .....	6
1.5	Timeline of Events .....	6
1.6	Procurement Officer .....	8
1.7	Addenda to the ITN .....	8
1.8	Pre-Response Conference .....	8
1.9	Special Accommodations .....	8
<b>2</b>	<b><i>Instructions to Respondents (General and Special)</i></b> .....	<b>9</b>
2.1	General and Special Instructions .....	9
2.2	On-line Solicitation Tool.....	9
2.3	Mandatory Requirements .....	11
2.4	Technical Replies, Evaluation Criteria and References .....	12
2.5	Methodology for Determining Competitive Range .....	13
2.6	Negotiation Phase.....	13
2.7	Selection Criteria/Basis of Award.....	13
2.8	No Alternate Replies.....	14
2.9	Reply Disqualification .....	14
2.10	Disclosure of Reply Contents .....	14
2.11	Respondent Confidential Information .....	14
2.12	Contract Formation.....	15
<b>3</b>	<b><i>General and Special Contract Conditions</i></b> .....	<b>16</b>
3.1	Order of Precedence.....	16
3.2	Initial Term.....	16
3.3	Renewal Term .....	16
3.4	Payments.....	16
3.5	Contract Administration .....	17
3.6	Compliance with Laws.....	19
3.7	Liability and Worker’s Compensation Insurance.....	20

3.8	Public Records.....	20
3.9	Intellectual Property .....	22
3.10	Preferred Price Affidavit Requirement .....	22
3.11	E-Verify .....	22
3.12	Scrutinized Company List .....	22
3.13	Records Retention .....	22
3.14	Gifts .....	22
3.15	Vendor Ombudsman.....	23
3.16	Monitoring by the Department .....	23
3.17	MyFloridaMarketPlace (MFMP) Catalog Requirements .....	23
3.18	Financial Consequences for Non-Performance.....	23
3.19	Ethical Business Practices .....	23
3.20	Delays and Complaints.....	23
3.21	Use Tax.....	24
3.22	Insurance, Loss Deductible .....	24
3.23	Insurance, Subcontractor's Public Liability and Property Damage.....	24
<b>4</b>	<b><i>Statement of Work</i></b> .....	<b>25</b>
4.1	General Requirements.....	25
4.2	Rental Agreement .....	25
4.3	Billing Conditions .....	25
4.4	Method of Payment.....	26
4.5	Maintenance and Operating Expenses.....	26
4.6	Mechanical and Safety Issues.....	26
4.7	Vehicle Accidents .....	26
4.8	Liability for Rental Vehicle .....	26
4.9	Collision/Loss Damage Waiver Fee.....	27
4.10	Minimum Insurance Requirements for Business Use of the Rental Vehicles .....	27
4.11	Reservation Options and Systems .....	28
4.12	Reservation Requirements.....	28
4.13	Designated Pickup and Drop-Off .....	29
4.14	Vehicle Pickup and Return.....	29
4.15	Requirements for Contractor Locations.....	29
4.16	Airport Locations .....	30

4.17	Mandatory Tallahassee Locations .....	30
4.18	Contract Rental Rates .....	31
4.19	Taxes .....	32
4.20	Vehicle Availability .....	32
4.21	Late Return Fees.....	32
4.22	One-Way Rentals .....	32
4.23	Refueling Service.....	33
4.24	Contact & Information .....	33
4.25	Personnel Training & Resources.....	34
4.26	Personal Use of Contract .....	34
4.27	Rate Adjustments .....	34
4.28	Vehicle Requirements .....	34
4.29	State-Approved Vehicle Class .....	35
4.30	Vehicle Classes.....	35
4.31	Emergency Management Service Rental Rates.....	36
4.32	Alternate Vehicles.....	36
4.33	Optional Vehicle Features and Equipment.....	36
4.34	Required Service Levels.....	37
4.35	Telematics Reporting .....	37
<b>5.</b>	<b>Attachments .....</b>	<b>38</b>

# 1 Introductory Section

## 1.1 Introduction

The State of Florida Department of Management Services' Division of State Purchasing (Department or DMS) is issuing an Invitation to Negotiate (ITN) to conduct this solicitation. The solicitation will be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool.

## 1.2 ITN Goals

The Department invites interested companies to submit replies in accordance with this ITN to establish a state term contract for Rental Vehicles. The initial contract term is five years. The contract may be renewed in whole or in part for up to five years. The Department estimates that the average annual spending volume will be approximately \$18.5 million. This estimated volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases under a contract, if any. Customers include Eligible Users as defined below. The Department reserves the right to award a contract to one or more vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State.

## 1.3 Definitions

The following definitions apply to this ITN, in addition to the definitions contained in the PUR 1000 and 1001, which are attached to this ITN.

- **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 ITN, a Brand is the name associated with the vehicles offered for rental services by an affiliate or subsidiary of a Respondent 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 Attachment L.
- **Daily Rental** – Rental that is one (1) 24-hour period in length.
- **Department** – The Department of Management Services. § 287.012(9), Florida Statutes.

- **Eligible User** – For purposes of this ITN, state agencies, as defined in section 287.012(1), Florida Statutes, and other governmental entities described in section 163.3164, Florida Statutes, that have a physical presence within the State of Florida.
- **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.
- **Personal Use or Personal Rental** – Use of rental vehicles by Renters for leisure 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 (7) days in length.

#### 1.4 ITN Award Process

The ITN award process is divided into two phases. The evaluation phase involves the Department’s initial evaluation of Respondent submitted replies. During the evaluation phase, all replies will be evaluated against the evaluation criteria set forth in this ITN to establish a competitive range of replies reasonably susceptible of award. The Department will then select one or more Respondent(s) within the competitive range with which to commence negotiations. The negotiation phase involves negotiations with the Respondents as specified in the ITN. During the negotiation phase, the Department reserves the exclusive right to request revised replies one or more times as the Department deems necessary. The Department also reserves the right to end negotiations at any time and request best and final offers from one or more Respondents. The Department is under no obligation to afford any Respondent the opportunity to submit a revised reply or to submit a best and final offer. Following negotiations, the Department will post a notice of intended award, identifying the responsive and responsible Respondent(s) that will provide the best value to the State based on the Selection Criteria.

#### 1.5 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Respondent to check for any changes to the Timeline. All changes to the Timeline of Events, if any, will be made by issuing addenda to the solicitation.

Timeline of Events	Event Time (EDT)	Event Date
Rental Vehicles ITN Notification and solicitation posted in the VBS and complete solicitation posted in the MFMP Sourcing Tool.		08/26/14
Pre-Response Conference will be held at 4050 Esplanade Way, Room #101, Tallahassee, FL. Conference attendance for Respondents is not mandatory.	10:00 a.m. EDT	09/09/14
Last day to register as a new MFMP vendor eligible to submit questions.		09/13/14
Deadline to submit <u>questions</u> within the MFMP Sourcing Tool Messaging Tab.	2:00 p.m. EDT	09/16/14
Anticipated posting of <u>answers</u> to Respondents' questions to the solicitation within the MFMP Sourcing Tool.		10/07/14
Last day to register as a new MFMP vendor and Join the event. A vendor that does not register and Join the event will be ineligible to <u>submit</u> a reply to the ITN. (see section 2.1.2 for further information)		10/25/14
Deadline to submit Replies, including all required documents in the MFMP Sourcing Tool.	2:00 p.m. EDT	10/28/14
Anticipated Reply Opening. 4050 Esplanade Way, Tallahassee, FL.	2:00 p.m. EDT	10/28/14
Public Meeting - Evaluation Team Recommendation. 4050 Esplanade Way, Tallahassee, FL	TBA	11/18/14
Anticipated posting of Respondents initially invited for Negotiations.		11/25/14
Negotiation Period Begins.		12/02/14
Public Meeting - Negotiation Team Recommendation. 4050 Esplanade Way, Tallahassee, FL	TBA	03/24/15
Anticipated date to post Notice of Intended Award.		04/14/15
Anticipated Contract start date.		09/30/15

## **1.6 Procurement Officer**

The Procurement Officer is the sole point of contact from the date of release of this ITN until the contract award is made.

Procurement Officer for this ITN is:

Joel Atkinson

Associate Category Manager, Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: 850.487.4196

Email: [Joel.Atkinson@dms.myflorida.com](mailto:Joel.Atkinson@dms.myflorida.com)

## **1.7 Addenda to the ITN**

The Department reserves the right to modify this ITN by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS) and the MFMP Sourcing Tool. It is the responsibility of the Respondent to regularly check for addenda to the ITN. The Respondent is solely responsible for determining whether addenda to the ITN have been issued and for reviewing impact of addenda on the ITN.

## **1.8 Pre-Response Conference**

The Pre-Response Conference or any other information session (if indicated in the Timeline of Events) will be held at the location referred to in section 1.5 of this ITN. Attendance at the Pre-Response Conference is optional. Vendors are strongly encouraged to attend.

Prior to the deadline to submit questions specified in the Timeline of Events, the Department will entertain written questions about the MFMP Sourcing Tool, requirements of the ITN, or the ITN process. The Department may provide answers to questions submitted at the Pre-Response Conference. Answers given at the Pre-Response Conference will be preliminary (not binding). Only written answers the Department posts via addenda on the Vendor Bid System and the MFMP Sourcing Tool are official and binding upon the Department and the ITN process.

Public meetings conducted during the course of this solicitation are open to members of the general public, current vendors, potential vendors and interested persons. Anyone attending these meetings is requested, but not obligated, to register his or her attendance in a manner provided by the Department at the time and location of the meeting.

## **1.9 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department's ADA Coordinator at (850) 922-7535 at least five (5) workdays prior to the scheduled event. Any person that is hearing or speech impaired may contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).



## **2 Instructions to Respondents (General and Special)**

### **2.1 General and Special Instructions**

Section 2 contains the General Instructions to Respondents, Special Instructions, information concerning the Solicitation Tool, and Mandatory Requirements. The General Instructions to Respondents – Form PUR 1001 are appended to the ITN as Attachment G. In the event of conflict between the General Instructions and Special Instructions, the Special Instructions shall have priority.

Respondents must have a current vendor registration and be active for Sourcing Events within the MFMP Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> to be eligible to reply to the ITN. The Department will not consider or evaluate submissions that are not submitted in the MFMP Sourcing Tool. The Department will not consider late replies. Respondents are responsible for submitting their replies by the date and time specified in section 1.5 of this solicitation.

### **2.2 On-line Solicitation Tool**

#### **2.2.1 General Information**

The Department conducts competitive solicitations using the MFMP Sourcing Tool.

Respondents shall submit responses electronically at:  
<https://sourcing.myfloridamarketplace.com/Sourcing/Main>.

The VBS is the state's online posting tool for solicitation advertisements and is found at:  
[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

To join the event in the MFMP Sourcing Tool and post questions related to the solicitation, Respondents must review and accept the agreement to use the MFMP Sourcing Tool (see instructions below).

#### **2.2.2 Sourcing Instructions and Training**

- 2.2.2.1 After logging into the MFMP Sourcing Tool, the “My Events” section lists events the vendor has chosen to “Join” (i.e., you intend to submit a formal response).
- 2.2.2.2 “Public Events” lists those events associated with the commodity codes for which the vendor registered in its Vendor Information Portal (VIP) account, but which the vendor has not yet “Joined.”
- 2.2.2.3 Joining an event moves the event from “Public Events” to “My Events,” allows the vendor to submit questions about the event, and alerts the vendor to any associated updates (e.g., addenda, event edits, etc.).
- 2.2.2.4 Vendors must join an event to submit a response to the solicitation. To “Join” an event, vendors must login with their user name and password.

- 2.2.2.5 To respond to a solicitation, vendors must review and accept the electronic agreement on the “Review and Accept Agreement” page by clicking the radio button next to, “I accept the terms of this agreement.” The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the good/service sought, and the general requirements of how the Department seeks delivery of that good/service. It is a preliminary acknowledgement of the terms and conditions (T & C) of the solicitation. It is not a legally binding agreement that all T&C are accepted as is, without further question, clarification, or negotiations.
- 2.2.2.6 No Respondent is bound to the T&C outlined in the solicitation until the final award occurs.
- 2.2.2.7 When responding to a solicitation, vendors should save work frequently – at intervals less than 20 minutes. The MFMP Sourcing Tool automatically “times out” after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.
- 2.2.2.8 Clicking the “Save” button within the MFMP Sourcing Tool only saves solicitation responses.
- 2.2.2.9 To transmit responses to the state, Respondents must make a specific choice to do so by selecting the “Submit Entire Response” button.
- 2.2.2.10 After clicking the “Submit Entire Response” button, Respondents are responsible to verify and validate any submitted response in the MFMP Sourcing Tool to assure their responses are accurate and complete prior to the solicitation’s closing time.
- 2.2.2.11 Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.
- 2.2.2.12 To validate responses, Respondents must take the following actions before the Solicitation period ends:
- 2.2.2.13 Click the “Response History” link to confirm that the “submitted” response is visible, and therefore formally submitted.
- 2.2.2.14 Confirm that a status of “Accepted” displays next to the submitted response.
- 2.2.2.15 Click on the Reference number of the submitted response to review the submission.
- 2.2.2.16 Check the following elements:
  - 2.2.2.16.1 Text boxes – Is the entire answer viewable?
  - 2.2.2.16.2 Yes/No questions – Are the displayed answers correct?
  - 2.2.2.16.3 Attachments – Did the attachments upload correctly?

## 2.2.3 Additional Information Regarding the MFMP Sourcing Tool

For technical assistance, vendors may contact the MyFloridaMarketPlace (MFMP) customer service desk (CSD) at (866) 352-3776 or by email at VendorHelp@MyFloridaMarketPlace.com. For additional information regarding vendor online training or to view MFMP Sourcing training documents, click here.

Online Training: <http://www.dms.myflorida.com/mfmp/vendor/recordedtraining>

MFMP Training Materials:  
<http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

## 2.3 Mandatory Requirements

2.3.1 Respondents must comply with all Mandatory Requirements set forth in this section in order for their reply to be evaluated for award. The Procurement Officer will examine each reply to determine whether the Reply meets the Mandatory Requirements as specified in this section. The Department will not further evaluate replies from Respondents that answered “No” to any of the Mandatory Requirements or that do not upload the required documentation listed in this section. All documents and certifications must be current and in effect.

### 2.3.2 Qualification Questions

Respondents must submit a **Yes/No Response** to the following Qualification Questions within the MFMP Sourcing Tool.

- 2.3.2.1 Does the Respondent certify that it is authorized to respond on behalf of its company to this ITN?
- 2.3.2.2 Does the Respondent certify that it is not on the Suspended and Convicted Vendors list as defined and identified in the PUR 1001, appended as Attachment G?
- 2.3.2.3 Does the Respondent certify that it is not on the Scrutinized Companies list as specified in Attachment I?
- 2.3.2.4 Does the Respondent certify that it has a minimum of at least five years’ experience providing the products and services described in this ITN?
- 2.3.2.5 Does the Respondent certify that it provides rental vehicle services at all “Large” commercial airports in the United States, as classified by the Federal Aviation Administration’s CY2013 report (See section 4.16)?
- 2.3.2.6 Does the Respondent certify that its company has a current and active registration with the Florida Department of State, Division of Corporations, accessible at the website: <http://sunbiz.org/>?

### 2.3.3 Required Documentation

Respondents must **UPLOAD** an electronic copy of the following required documentation in the MFMP Sourcing Tool. Scanned copies of original documents are acceptable. MFMP accepts file sizes up to 20 Megabytes in size.

- 2.3.3.1 Reference Form / Past Performance  
The Respondent shall submit the Reference Form (Attachment C) for at least three (3) current, non-Department government or corporate customers with which it holds a

contract of similar size and scope to the contract the Department seeks to establish through this ITN. The Department will evaluate the references in accordance with section 2.5, Selection Methodology for Competitive Range.

2.3.3.2 Attachment E – State Office Complex Location Features

Respondent shall complete and submit Attachment E as part of their Reply.

**2.4 Technical Replies, Evaluation Criteria and References**

Attachment A to the ITN contains the technical reply requirements and evaluation criteria for the Respondent’s Technical Reply to this ITN. Respondents shall submit their Technical Reply using the worksheets found in Attachment B in accordance with the instructions contained in Attachment A. To facilitate the Respondents’ submission of their Technical Reply, Attachment B is an Excel Workbook that may be completed electronically for uploading into the MFMP Sourcing Tool.

Respondents will be evaluated on the basis of the information they provide in Attachment B, Technical Reply, any additional documentation submitted to support their Technical Reply, and references submitted in Attachment C.

2.4.1 Technical Reply (Excel Workbook) – Attachment B

Each Reply determined to be in compliance with all mandatory criteria will be independently evaluated using the criteria and points scale outlined in Attachment B. Each Reply will be independently scored by at least three (3) evaluators who have experience and knowledge of the services required by this ITN.

The Department will evaluate only the information submitted in response to this ITN within the MFMP Sourcing Tool.

The responses to each evaluation criterion will be evaluated and awarded points based on the point structures for each criterion as stated in Attachment B. The following total points are possible for a Technical Reply:

<b>Criteria Number</b>	<b>Criteria Title</b>	<b>Total Possible Score</b>
1	Airport Rental Locations	165
2	Other Rental Locations	92
3	Tallahassee Rental Location Features	30
4	Reservation, Pickup & Return Functionality	20
5	Rental Vehicle Features, Technology, and Fuel Efficiency	28

#### 2.4.2 References Evaluation

The Respondent's Reference Forms submitted in response to this ITN will be evaluated by the Department. The Department will attempt to contact the three (3) references provided by the Respondent in accordance with the instructions in Attachment C, Reference Forms. Information provided by references to the Department's representative will be recorded and scored on the Evaluation Questionnaire for References. The Department will average all of the Respondent's reference scores to determine the Respondent's Final Reference Score.

### 2.5 Methodology for Determining Competitive Range

Each evaluator will score the Respondent's Technical Reply. The Department will average the Technical Reply scores to determine each Respondent's Final Technical Score.

The Department will combine the Respondent's Final Technical Score and the Respondent's Final Reference Score to determine Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Respondents may be invited to participate in negotiations. The Department intends to first negotiate with the three (3) most highly ranked Respondents, but the Department reserves the right to negotiate with fewer Respondents, more than three (3) Respondents, or to reject all Replies.

### 2.6 Negotiation Phase

The Department may provide specific agenda topics to the invited Respondent(s) prior to the beginning of negotiations. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply does not affect this right. Pricing will not be scored in the evaluation phase. Pricing will be requested and evaluated during the Negotiation Phase.

The Department reserves the right at any time during the negotiations process to:

- Schedule additional negotiation sessions with any or all invited Respondents.
- Require any or all invited Respondents to provide additional revised or final written replies addressing specified topics.
- Require any or all invited Respondents to provide pricing.
- Require any or all invited Respondents to provide a written best and final offer.

### 2.7 Selection Criteria/Basis of Award

Any award shall be made to the responsive and responsible Respondent(s) who provide the best value to the State based on the Department's final selection criteria that shall include, but are not limited to, price, quality, design, and workmanship.

## **2.8 No Alternate Replies**

Only one Reply may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Reply on behalf of one Brand regardless of the number of Brands, subsidiaries or affiliates owned or controlled by the Respondent.

## **2.9 Reply Disqualification**

Respondent(s) whose responses to Qualification Questions, references, or other information relating to past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which Replies meet the requirements of this solicitation, and which Respondents are responsive and responsible. Each Respondent must meet the requirements and possess the experience and personnel resources to provide the service described in this ITN to be eligible for award. The Department reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the services described in this ITN, as deemed necessary during the ITN or after Contract award, if any.

## **2.10 Disclosure of Reply Contents**

After the Respondent has submitted its Reply as described in section 2.2.13 and the deadline for Reply submission has passed, all documentation submitted in response to the ITN will become the exclusive property of the Department and may not be removed by an employee or agent of the Respondent. All Replies will become the property of the Department and will not be returned to the Respondent.

## **2.11 Respondent Confidential Information**

The following subsection supplements section 19 of the PUR 1001. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must state the Department's solicitation name and number, and the Respondent's name on the cover, and must clearly state that it is a "Redacted Copy." The Redacted Copy must be provided to the Department at the same time Respondent submits its response to the solicitation, and must only redact those portions of the response that are claimed to be confidential, proprietary, or trade secret. Respondent shall be responsible for defending its redaction of portions of its response it claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce all documents, data or records submitted by Respondent in answer to a public records request for these records.

## **2.12 Contract Formation**

The Department intends to negotiate a contract during the Negotiation Phase using the terms and conditions listed in this ITN and Attachment L (Contract and Contract Exhibits). The terms may be modified during negotiations. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified and incorporated by reference in the Contract.

**THIS SPACE INTENTIONALLY LEFT BLANK**

### **3 General and Special Contract Conditions**

Section 3 contains the Special Contract Conditions. The General Contract Conditions, PUR 1000, are appended as Attachment F. 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.

#### **3.1 Order of Precedence**

In the event conflict exists among the documents comprising the ITN, the conflict will be resolved in the following order of priority (highest to lowest):

- Addenda, in reverse order of issuance
- Statement of Work (Section 4)
- Special Contract Conditions (Section 3)
- General Contract Conditions - PUR 1000 (Section 3 – Attachment F)
- Special Instructions To Respondents (Section 2)
- General Instruction to Respondents - PUR 1001 (Section 2 - Attachment G)
- Evaluation Criteria and Selection Methodology for Competitive Range (Section 2)
- Attachments (Section 5)
- Introduction (Section 1)

#### **3.2 Initial Term**

The initial term of the Contract will be five years. The initial contract term will begin on September 30, 2015, or on the date the contract is last signed by all parties, whichever occurs later.

#### **3.3 Renewal Term**

If the Contractor performs satisfactorily, as determined exclusively by the Department, the Department may elect to offer the 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, and must be at the renewal pricing specified in the Contract.

#### **3.4 Payments**

##### **3.4.1 Pricing**

Once pricing is finalized, the Contractor shall adhere to the negotiated prices that will be included in the Contract.

##### **3.4.2 Detail of Bills**

The 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.



### 3.4.3 Purchasing Card Program

The Contractor must accept the methods of payment described in section 4.4 of the ITN.

### 3.4.4 Return of Funds

The Contractor shall return to the Customer any overpayments made to the Contractor due to unearned funds or costs disallowed that were disbursed to the Contractor by the Customer and any interest attributable to such overpayment pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the 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 the Contractor in writing of such findings. Should repayment not be made within 30 days, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Customer notification or Contractor discovery.

### 3.4.5 Electronic Invoicing

In addition to section 15 of the PUR 1000, the following provisions pertaining to electronic invoicing apply. The 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 shall be submitted to the Customer through the Ariba Network (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 The 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.

## 3.5 Contract Administration

### 3.5.1 Department Contract Manager

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 the release of the ITN, the Contract Manager is:

Michelle MacVicar  
Contract Manager, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: 850.414.6131  
Email: [Michelle.MacVicar@dms.myflorida.com](mailto:Michelle.MacVicar@dms.myflorida.com)

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

### 3.5.2 Contractor's Ordering Instructions

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

### 3.5.3 Contract Quarterly Reports

Each Contractor shall submit the Contract Quarterly Report (Attachment M) 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 the 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 the 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 the Contractor without prompting or notification by the Department. The Contractor shall submit the completed Quarterly Report by email to the Contract Manager.

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

### 3.5.4 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](mailto:osdhelp@dms.myflorida.com).

Upon request, the 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.

### 3.5.5 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. The Contractor shall submit the completed agenda and proposed presentation to the Department for review and acceptance 10 days prior to the meeting. The 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.

## 3.6 Compliance with Laws

The 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, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The 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.

### 3.6.1 Notice of Legal Actions

Within 30 days of the action being filed, the Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements. The Contractor shall notify the Department of any legal actions filed against it for a 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 within 30 days of the action may be grounds for termination or nonrenewal of the Contract.

### 3.6.2 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.

#### 3.6.2.1 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.

#### 3.6.2.2 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.

### 3.7 Liability and Worker's Compensation Insurance

This paragraph supersedes section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense provides 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 employees engaged in any Contract work; commercial general liability coverage 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 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 the Contractor and is of the essence of the Contract. The Contract shall 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 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 to write policies in Florida.

### 3.8 Public Records

#### 3.8.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, 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 the Contractor refuses to allow public access as required in this section.

#### 3.8.2 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 the Contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

### 3.8.3 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 the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the 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 the Contractor under legal process, the Department shall give the 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.

### 3.8.4 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 the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

### 3.8.5 Public Records Clause for Department Contracts

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the 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 the 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.

### **3.9 Intellectual Property**

The parties do not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this Contract will belong to and be the sole property of the State. This provision will survive the termination or expiration of this Contract.

### **3.10 Preferred Price Affidavit Requirement**

The Department will provide the Preferred Pricing Affidavit, Attachment C, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

### **3.11 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor includes 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.

### **3.12 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 the 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.

### **3.13 Records Retention**

The 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.

### **3.14 Gifts**

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

### **3.15 Vendor Ombudsman**

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

### **3.16 Monitoring by the Department**

The 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 the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

### **3.17 MyFloridaMarketPlace (MFMP) Catalog Requirements**

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

### **3.18 Financial Consequences for Non-Performance**

The State reserves the right to withhold payment of 5 percent invoice for late performance or implement other appropriate remedies such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract as negotiated. These consequences for non-performance shall not be considered penalties.

### **3.19 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 the 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.

### **3.20 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 F.A.C. (PUR 7017 form) may result in default proceedings and cancellation.

If the 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 agency may impose a sanction of up to one thousand dollars (\$1000) per day for each calendar day of non-compliance, until the non-compliance is remedied to the satisfaction of the customer or contract is terminated.

### **3.21 Use Tax**

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" 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): <http://dor.myflorida.com/dor/businesses>.

### **3.22 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 the contractor providing such insurance. Upon request, the Contractor shall furnish the customer an insurance certificate proving appropriate coverage is in full force and effect.

### **3.23 Insurance, Subcontractor's Public Liability and Property Damage**

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 3.7 of the ITN, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified above.

**THIS SPACE INTENTIONALLY LEFT BLANK**



## **4 Statement of Work**

### **4.1 General Requirements**

- 4.1.1 The Contractor shall provide Eligible Users rental vehicle services for in-state and out-of state travel.
- 4.1.2 The 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. Personal Rentals, if permitted, may be subject to a minimum age surcharge or additional fees.
- 4.1.3 The Contractor shall not permit anyone other than a properly authorized and licensed Renter to operate any rental vehicle under the Contract.
- 4.1.4 The Contractor shall allow Personal Associates and Business Associates to drive a rental vehicle.
- 4.1.5 The Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced in this Contract.

### **4.2 Rental Agreement**

A rental agreement must be prepared for each Renter who rents a vehicle under this Contract. Any additional terms and conditions contained in the Contractor's rental agreement shall not conflict with or supersede the Contract (Attachment L).

### **4.3 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 Personal 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, price per gallon, and refueling service charge (if applicable)

The Contractor's standard invoice may be used provided the required data is included.

#### **4.4 Method of Payment**

- 4.4.1 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.
- 4.4.2 Contractor shall accept Purchase Orders from Eligible Users.
- 4.4.3 Contractor shall have the ability to create direct billing accounts for Eligible Users.
- 4.4.4 Personal credit cards must be used if the rental vehicle is for the Personal Use of a Renter.
- 4.4.5 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 Maintenance and Operating Expenses**

The only 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 the Contractor. The Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

#### **4.6 Mechanical and Safety Issues**

If, in the Renter's judgment, a vehicle in the Renter's possession becomes substantially impaired or unsafe to operate, the Contractor shall immediately replace the vehicle upon notification by the Renter, at no additional charge. Contractor shall deliver the replacement vehicle to the location determined 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.

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.

#### **4.7 Vehicle Accidents**

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

#### **4.8 Liability for Rental Vehicle**

The Contractor shall hold the State of Florida, the Department, Eligible User, and Renter harmless from claims for physical damage, loss, vandalism, fire or theft of the rental vehicle, provided rental vehicle was not used by the Renter 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 is specified in the rental agreement
- d) Using the vehicle to carry passengers or property for hire
- e) Driving the vehicle in a race or contest
- f) 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 off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. (Note: SUV's, cargo vans 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))

**4.9 Collision/Loss Damage Waiver Fee**

For all Business Rentals, the Contractor shall include the collision/loss damage waiver fee in the base rate for each Class of vehicle. Business Renters shall not be charged any additional fees to insure the rental vehicle. On behalf of itself and its franchisees, the 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.

Notwithstanding the above, unless authorized by the Contractor, 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.

**4.10 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

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 of the Renter to drive the rented vehicle for business purposes, even though the Business Associate is not an employee of the Eligible User or the State, and has not signed the rental agreement. Any Business 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 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 Personal 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 to the end of the Contract. It is the Contractor's responsibility to provide certificates prior to their expiration to the Department of Management Services Contract Manager.

#### **4.11 Reservation Options and Systems**

The Contractor shall maintain an online reservation system where Eligible Users can access the rates under this Contract. The Contractor shall make available the Contract rates on all major Global Distribution Systems (GDS). Contactor shall maintain a toll-free, 24-hour per day reservation phone number where the Contractor's personnel have access to the Contract rates. The Contractor shall also accept reservations at branch locations via walk-in or local telephone number. The Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Contract.

#### **4.12 Reservation Requirements**

- 4.12.1 The 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 (7) calendar days in advance on one-way rentals. The Contractor shall not charge additional fees for reservations made less than 24 hours prior to pickup.
- 4.12.2 The Contractor shall meet 100 percent of Eligible User reservations when 24 hours' notice is given where the pick-up and drop-off location will be the same.
- 4.12.3 If the Eligible User is not present at the estimated vehicle pickup time, the Contractor shall hold the reserved vehicle for three (3) hours after the Eligible User's estimated time of arrival prior to release.
- 4.12.4 Whenever possible, the Eligible User will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation shall the State, the Department, or Eligible User be liable for payment of "no shows".
- 4.12.5 Contractor shall provide written confirmation of reservations via email upon request.

### **4.13 Designated Pickup and Drop-Off**

The Contractor shall provide the option for an employee designated 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, the Contractor shall provide the description of its procedures for satisfying this requirement to the Contract Manager.

### **4.14 Vehicle Pickup and Return**

- 4.14.1 Area maps will be provided free of charge upon request.
- 4.14.2 Vehicle will be furnished at pickup with a full tank of gas.
- 4.14.3 At airport 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.
- 4.14.4 For locations without airport counters, Contractor shall provide a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractor's shuttle. Shuttle van service pickup is to be accomplished within 15 minutes of Eligible User's notification to Contractor. Vehicle pickup should be accomplished within 30 minutes from initial contact with the Contractor.
- 4.14.5 Contractor may request Eligible User to sign Contractor's Standard Rental Form 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.
- 4.14.6 Contractor shall provide to Eligible User a completed copy of the Standard Rental Form showing total charges to be billed for the rental.
- 4.14.7 Contractor will also provide the Renter with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Eligible User to the airport terminal within 30 minutes of vehicle return.

### **4.15 Requirements for Contractor Locations**

- 4.15.1 The 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.
- 4.15.2 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.
- 4.15.3 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
  - Remote Pickup/Drop-Off

## 4.16 Airport Locations

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 at off-site locations within two (2) miles of the airport. For airport rental locations located off airport grounds, 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. Airport rental locations must remain open at least one hour after the last flight of each day has arrived at the airport served by that rental location.

[http://www.faa.gov/airports/planning\\_capacity/passenger\\_allcargo\\_stats/passenger/media/preliminary-cy13-commercial-service-enplanements.pdf](http://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/media/preliminary-cy13-commercial-service-enplanements.pdf)

## 4.17 Mandatory Tallahassee Locations

### 4.17.1 Capital Circle Office Center Rental Location

The Contractor shall establish and operate a rental location at or within one (1) mile of the Capital Circle Office Center (CCOC). This rental location shall be operational within 60 days of Contract Award and continue for the duration of the Contract.

The current contractor operates a satellite rental office 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 101 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.

The following conditions apply to the Contractor's use of the rental space currently available at the Capital Circle Office Center location.

- a. 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.
- b. No signage outside of the building shall be allowed with the exception of the parking signage for the designated parking spaces located at 4030 Esplanade Way (that signage is regulated by the Department of Management Services, Division of Real Estate Development and Management Lease Management Section.)
- c. Signage is allowed within the rental space provided in 4030 Esplanade Way only with pre-approval by the Department of Management Services, Division of Real Estate Development and Management Lease Management Section.

- d. Lease pricing for 4030 Esplanade Way, Suite 101, Tallahassee, Florida, and answers to questions regarding this space may be obtained by contacting:

Casey Naylor, Leasing Manager  
Department of Management Services  
Division of Real Estate Development and Management  
4050 Esplanade Way, Suite 315  
Tallahassee, FL 32399-0950  
Phone 850-488-0080  
Fax 850-617-6483  
[Casey.Naylor@dms.myflorida.com](mailto:Casey.Naylor@dms.myflorida.com)

#### 4.17.2 Downtown Tallahassee Rental Location

The Contractor shall establish and operate a Downtown Tallahassee rental location within one (1) mile of the Florida State Capitol Building. The Downtown Tallahassee rental location shall be operational within 60 days of Contract Award and continue for the duration of the Contract.

#### 4.17.3 North Tallahassee Rental Location(s)

In its Reply, the Respondent shall propose 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 the Respondent can demonstrate that its proposed location effectively serves residents in northeast Tallahassee and Leon County. The Contractor shall establish and operate a North Tallahassee rental location at a site settled during negotiations. The North Tallahassee rental location(s) shall be operational within 60 days of Contract Award and continue for the duration of the Contract.

### 4.18 Contract Rental Rates

- 4.18.1 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.
- 4.18.2 Contractor shall, at a minimum, provide pricing for Daily, Weekly and Monthly Rentals.
- 4.18.3 Contractor shall ensure that Contract rates and terms and conditions are available at all Contractor locations.
- 4.18.4 Contract rates include all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.
- 4.18.5 Contract rates under this Contract are not subject to blackout dates and do not require a minimum rental period.
- 4.18.6 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.

- 4.18.7 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.
- 4.18.8 Where the Eligible User is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.
- 4.18.9 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the Contract rate.
- 4.18.10 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.

#### **4.19 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 employees use personal funds for payment, including cash, checks, or credit cards, even though the employee is subsequently reimbursed by the governmental organization. Out-of-state rentals may have tax charges.

#### **4.20 Vehicle Availability**

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

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

#### **4.21 Late Return Fees**

Contractor may apply a per-hour overtime rate if the Renter is more than 60 minutes late returning the vehicle. If the Renter returns the vehicle 60 minutes late or less, then no overtime rates shall be assessed. If the Renter returns the vehicle more than 60 minutes late, a one-hour late fee may be assessed. If the accumulated hourly charges exceed the value of the Daily rental rate, the Contractor shall bill for the Daily rental rate.

#### **4.22 One-Way Rentals**

Contractor shall not charge any drop fee or mileage charge for one-way rentals that occur within the state. For any out-of-state one-way rentals of 1,000 miles or less, the Contractor shall not charge any drop fee or mileage charge. For any out-of-state one-way rentals greater than 1000 miles, Contractor may charge the lesser of Contractor's established retail drop fee for the one-



way route or a mileage charge. The mileage charge for the one-way rental will be the product of actual miles driven during the rental period times.

#### **4.23 Refueling Service**

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 without a full fuel tank according to the fuel gauge of the vehicle. Renters must fill up the vehicle prior to returning the vehicle or pay the refueling charge.

4.23.1 When a rental vehicle is returned with less than a full tank of fuel, a refueling service charge may apply. The refueling service charge is a per-gallon rate and will be calculated by multiplying the per-gallon rate by the number of gallons needed to fill the fuel tank. The refueling service charge and per gallon rate shall be detailed on the rental invoice and itemized separately.

4.23.2 Fuel Gauge Reading Fuel calculations will be based on eighths of a tank of gasoline for determining the total fuel cost. The amount of fuel used will be determined by the fuel gauge reading for the specific rental vehicle fuel tank capacity.

4.23.3 The fuel price is per gallon and shall be calculated by using the "U.S. Retail Gasoline Prices" for Florida, or the state in which the vehicle (region if state is unavailable) is returned and refueled, as reported by the Energy Information Administration (EIA) within the U.S. Department of Energy. If the vehicle is refueled out-of-state, the vendor may use the Florida U.S. Retail Gasoline Prices or the state or region pricing index in which the vehicle is refueled. The reported price per gallon includes all taxes. The grade of gasoline or other fuel type used for calculating the price of fuel will be determined by the rental vehicle manufacturer's owner manual.

4.23.4 Adjustments to the fuel price shall be effective every Monday, as reported by the EIA, and shall apply until the next reported weekly price is published. It is the responsibility of the Contractor to update the fuel price as specified. It is the responsibility of the Renter to review all charges. The weekly fuel prices can be accessed at the EIA "U.S. Retail Gasoline Prices" web page:  
[http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm).

4.23.5 Florida uses conventional gasoline year round with the exception of areas that may have a Reformulated Gasoline (RFG) program during the summer months. These RFG area regulations are promulgated by the U.S. Environmental Protection Agency under the Clean Air Act. Rentals that are returned in the RFG areas will use the RFG Areas price; all other rentals will use the Conventional Areas price.

4.23.6 Contractor shall not include in the price of fuel billed to the state any taxes from which the Contractor is exempt.

#### **4.24 Contact & Information**

The 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 brought to them 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. The 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.

#### **4.25 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. The 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 the 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.

#### **4.26 Personal Use of Contract**

Contractor may offer Contract rates to Renters for personal or leisure use. Through negotiation, Personal Rentals may be extended to Personal Associates.

#### **4.27 Rate Adjustments**

- 4.27.1 Prices established in the contract shall remain fixed for the first two (2) years of the contract. Thereafter, the Contractor may request a price increase. However, the Contractor shall not request, and the Department may not entertain, more than one request for a price increase for each subsequent year.
- 4.27.2 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.
- 4.27.3 Contract price increases may not exceed more than three (3) percent per year and the aggregate amount of all requested increases may not exceed ten (10) percent during the initial term of the contract.
- 4.27.4 The Department reserves the exclusive right to approve or deny a requested increase and to determine the amount of the increase. The Department's determination regarding price increases is final, binding on all parties, and not subject to appeal.
- 4.27.5 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.

#### **4.28 Vehicle Requirements**

- 4.28.1 Contractor shall only provide Renters with rental vehicles with fewer than thirty-five thousand (35,000) miles. The Contractor certifies that odometer and original miles are the same and are accurate.

- 4.28.2 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.
- 4.28.3 The Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.
- 4.28.4 At time of vehicle pickup, Contractor shall deliver to Eligible User 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.
- 4.28.5 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.
- 4.28.6 On request from and at no additional cost to the Renter, Contractor shall provide with the rental vehicle first aid kits, flares and fire extinguishers.
- 4.28.7 If available, hand controls for the disabled shall be available for use.
- 4.28.8 All vehicles rented under this Price Agreement shall be non-smoking.

**4.29 State-Approved Vehicle Class**

Unless otherwise specifically requested by the Renter, the State approved vehicle class shall be “Compacts” unless upgraded by Contractor at no additional cost.

**4.30 Vehicle Classes**

At a minimum, the Contractor shall have the following classes of vehicles available for rent under this Contract. The Respondent may propose, and the Department may consider, the inclusion of additional vehicle Classes as a result of negotiations.

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	Unspecified

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
				Drive	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

### 4.31 Emergency Management Service Rental Rates

- 4.31.1 If the Florida Governor declares a State of Emergency through an Executive Order, the Contractor shall provide discounted Emergency Management Service rental rates to FDEM Authorized Personnel (personnel deployed or designated by the Florida Division of Emergency Management (FDEM)).
- 4.31.2 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.
- 4.31.3 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.
- 4.31.4 When a vehicle is requested to be reserved for a State of Emergency and the rental location does not have the requested vehicle Class, the Contractor will locate that type of vehicle and will reserve the vehicle at another Contractor location if requested by FDEM Authorized Personnel.

### 4.32 Alternate Vehicles

Without the consent of the Renter, Contractor shall not provide alternate vehicle classifications other than the Class reserved by the Eligible User. All alternate vehicle classifications offered to Renters must meet or exceed the requirements of the Contract.

### 4.33 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 Renter's invoice.

#### **4.34 Required Service Levels**

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

- 4.34.1 Contractor shall ensure that the vehicle Class requested by the Renter is available for reservation 95% of time or better.
- 4.34.2 Contractor shall provide to the Renter the reserved vehicle Class or a free vehicle Class upgrade 95% of time or better.
- 4.34.3 Contractor shall ensure that invoices are correct and accurately reflect the charges incurred by the Renter 95% of time or better.
- 4.34.4 Contractor shall ensure that the overall rental experience is satisfactory to Renters 90% of the time or better (as indicated by customer satisfaction surveys).

#### **4.35 Telematics Reporting**

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

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## **5. Attachments**

Attachment A – Technical Reply Requirements and Evaluation Criteria  
Attachment B – Technical Reply Workbook (Excel Workbook)  
Attachment C – Contractor’s Reference Form  
Attachment D – Price Sheet (Sample)  
Attachment E – State Office Complex Location Features  
Attachment F – General Contract Conditions PUR 1000  
Attachment G – General Instructions to Respondents PUR 1001  
Attachment H – Certification of Drug-Free Workplace  
Attachment I – Scrutinized Companies List  
Attachment J – Savings/Price Reductions  
Attachment K – Preferred Price Affidavit  
Attachment L – Contract  
Attachment M – Contract Quarterly Report Form  
Attachment N – Ordering Instructions

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