



**FLORIDA  
DEPARTMENT  
OF  
MANAGEMENT  
SERVICES**

JEB BUSH  
*Governor*

SIMONE MARSTILLER  
*Interim Secretary*



State Purchasing  
4050 Esplanade Way  
Suite 350  
Tallahassee, Florida  
32399-0950

Telephone:  
850-488-8440

Fax:  
850-488-5498

Internet:  
[www.MyFlorida.com](http://www.MyFlorida.com)

March 6, 2003

Suite 335

MEMORANDUM NO.: (518-020-99-1)-8

TO: Department Addressed  
FROM: Director, State Purchasing  
SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

The subject Contract has been modified to reflect the following: Contractor is allowed to increase the In-State Fuel Mileage charge for each Vehicle Class. Said changes are reflected under Paragraph 22. Rental Rates - Avis Rent a Car.

The following changes have been made in the subject contract:

VEHICLE CLASSES:		FUEL MILEAGE:
Subcompact	1(A) ECAR	\$ .070
Compact	2(B) CDAR	\$ .070
Intermediate	3(C) IDAR	\$ .070
Full-Size 4/dr	4(E) FDAR	\$ .085
Mini-Van	5(V) MVAN	\$ .085

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-4290, Suncom 278-4290, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).

SPD/rwb



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*Secretary*



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November 20, 2002

Suite 335

MEMORANDUM NO.: (518-020-99-1)-7

TO: Department Addressed  
FROM: Director, State Purchasing  
SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

The subject Contract has been renewed through December 31, 2003 at the same terms and conditions.

The following changes have been made in the subject contract:

1. Delete the Worldwide Implementation Representative section under Paragraph 19. Account Representatives.
2. Contractor is allowed to charge a 10% concession fee at the Tallahassee Regional Airport effective February 1, 2000.
3. Contractor is allowed to charge a 9% concession fee at the Miami International Airport effective March 5, 2001.
4. Contractor is allowed to charge a 10% concession fee at the Orlando Sanford International Airport effective September 28, 2001.

Said changes 2 – 4 are reflected under Paragraph 22. Rental Rates - Avis Rent a Car.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-4290, Suncom 278-4290, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).

SPD/rwb/db



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November 19, 2002

Suite 335

MEMORANDUM NO.: (518-020-99-1)-6

TO: Department Addressed  
FROM: Director, State Purchasing  
SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

The subject Contract has been revised to reflect the provisions in our standard terms and conditions that address the Americans with Disabilities Act.

The following paragraphs have been added to the subject contract:

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.

Compliance with the Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, The Americans with Disabilities Act, and all prohibitions against the discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Said changes have been added as Paragraphs 24 and 25 of Pages 12 and 13 of the Contract.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-4290, Suncom 278-4290, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).

SPD/rwb/db



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[www.MyFlorida.com](http://www.MyFlorida.com)*

March 20, 2002      Suite 335

MEMORANDUM NO.:      (518-020-99-1)-5

TO:                    Department Addressed

FROM:                Robert H. Hosay  
                          Director, State Purchasing

SUBJECT:            Contract No. 518-020-99-1  
                          Title: Rental Vehicles

The subject Contract has been modified to reflect the following: Contractor is allowed to charge for a Security Fee on each airport rental car transaction at Jacksonville International Airport effective March 15, 2002. Said changes are reflected under Paragraph 22. Rental Rates - Avis Rent a Car.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-5524, Suncom 278-5524, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).

RHH/rwb/db



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*Internet:  
[www.MyFlorida.com](http://www.MyFlorida.com)*

December 6, 2001

Suite 335

MEMORANDUM NO.: (518-020-99-1)-4

TO: Department Addressed

FROM: Robert H. Hosay  
Director, State Purchasing

SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

The subject Contract has been modified to reflect the following: Subject contract has been renewed through December 31, 2002. Excess mileage charge is increased from 150 miles per day to 200 miles per day for instate rentals in accordance with "Paragraph 16-Trip Length". Said changes are reflected under "Paragraph 16. Trip Length" and "Paragraph 22. Rental Rates - Avis Rent a Car".

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-5524, Suncom 278-5524, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).

RHH/rwb/db



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Suite 315

June 01, 2001

MEMORANDUM NO.: (518-020-99-1)-3

TO: Department Addressed  
FROM: Matthew R. Jeppson  
Director, State Purchasing  
SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

The subject Contract has been modified to reflect the following: Contractor is allowed to charge for excess mileage (defined as in excess of 150 miles per day) charges for instate rentals in accordance with "Paragraph 16-Trip Length". Said changes are reflected under Paragraph 16. Trip Length and Paragraph 22. Rental Rates - Avis Rent a Car.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-5524, Suncom 278-5524, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).  
MRJ/jdb/db

May 1, 2000

MEMORANDUM NO.: (518-020-99-1)-2

TO: Department Addressed

FROM: Paul Rowell  
Deputy Secretary

SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

Please make the following changes in the subject contract:

Delete: Pages 7 and 8

Add: Pages 7 and 8\*

\*(Revised on 01 May 2000 to increase in-state per mile rates in accordance with the terms and conditions of the contract)

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-5524, Suncom 278-5524, burchd@dms.state.fl.us.

PR/jdb

January 1, 2000

MEMORANDUM NO.: (518-020-99-1)-1

TO: Department Addressed

FROM: H.P. Barker, Jr.  
Chief, Bureau of Procurement and Contracts Management

SUBJECT: Contract No. 518-020-99-1  
Title: Rental Vehicles

Please make the following changes in the subject contract:

Delete: Pages 7 and 8

Add: Pages 7 and 8\*

\*(Revised on 01 January 2000 to increase rental vehicle rates in accordance with the terms and conditions of the contract)

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Debbie Burch at (850) 488-5524, Suncom 278-5524, burchd@dms.state.fl.us.

HPB/jdb





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[www.MyFlorida.com](http://www.MyFlorida.com)

Suite 315

CERTIFICATION OF CONTRACT

TITLE: RENTAL VEHICLES

CONTRACT NO.: 518-020-99-1

BID NO.: 12-518-020-P

EFFECTIVE: January 1, 1999 through December 31, 2001  
Renewed through December 31, 2002  
REV 06 DEC 01  
2<sup>nd</sup> Renewal through December 31, 2003  
REV 20 NOV 02

SUPERSEDES: N/A

CONTRACTOR(S): Avis Rent a Car Systems Inc. (A)

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS, WHICH MAY ARISE, SHALL BE BROUGHT TO THE ATTENTION OF DEBBIE BURCH AT (850) 488-4290 SUNCOM 278-4290, [burchd@dms.state.fl.us](mailto:burchd@dms.state.fl.us).**

- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services on December 17, 1998 a contract has been executed between the State of Florida and the designated contractor.
- B. EFFECT - This contract was entered into to provide economies in the rental of vehicles by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - See Item 7, Methods of Payments and Item 22, Rental Rates.
- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Division of Motor Pool, Bureau of Motor Vehicles at (850) 488-4290 or Suncom 278-4290.

- E. RENTAL VEHICLE CONTRACT CONDITIONS - See Sections 1 through 25.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to the Division of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

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Authorized Signature

RHH/rwb

## **RENTAL VEHICLE CONTRACT USE INSTRUCTIONS**

A competitively bid state contract for rental vehicles has been awarded to Avis Rent A Car System, Inc. for the period January 1, 1999 and renewed to December 31, 2003.

The purpose of this contract is to provide maximum economies in the rental of automobiles for official state business. The contract also conserves energy by requiring employees to use compact class vehicles when practical. Therefore, all rentals of automobiles by state agencies are to be made under the terms, prices, and conditions of this contract, which are outlined in the enclosure.

Agencies should review rental vehicle use to help ensure compliance with the policy that class 2(B), compact vehicles, be used except when the number of passengers or the amount of materials to be transported make use of a compact class of vehicle impractical. To assure that class B, compact vehicles are reserved, they should be requested by vehicle class rather than by vehicle make and model.

The legislative or judicial branch, any county, county board of public instruction, private non-profit educational facilities as defined in Section 240.065, Florida Statutes, municipal or other local public agency or authority of the State of Florida may, if they so elect, rent automobiles under the terms, price, and conditions of this contract.

Any questions concerning this contract or problems experienced should be directed to the Department of Management Services, Division of Motor Pool, Bureau of Motor Vehicles and Watercraft Management, telephone (850) 488-4290 or Suncom 278-4290 or FAX (850) 922-6194.

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## RENTAL VEHICLE CONTRACT

EFFECTIVE DATE - January 1, 1999 - December 31, 2002

### 1. Scope

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

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

### 2. Special Rates

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

### 3. Reimbursement for Fuel Purchased

Rental rates for all classes of vehicles rented and returned in Florida include gasoline, paid for by the mileage charge listed in Section 22. It is not necessary to refuel the vehicle prior to return. To obtain reimbursement for fuel purchased for the rental vehicles provided by the vendor it will be necessary to retain and turn-in original receipts for fuel purchases to the vendor's rental counter at the time the vehicle is returned. The company will make cash reimbursements to the renter for all fuel purchased if the receipts are turned in at the counter at the time of return. For reimbursements after the time of return please contact Account Service Representative listed in Section 19. Out of state rental rates DO NOT include gasoline therefore no cash reimbursements are made by Avis Rent A Car for fuel purchased for out-of-state rentals.  
(REV 06 DEC 01)

### 4. Drop-off Charge

No drop-off charges in Florida between cities where vendor has rental locations. Drop-off charges do apply to out-of-state rentals, when a rental occurs in one city and is dropped in another. Out-of-state drop-off charges will vary based on location.

### 5. Insurance Coverage

Primary insurance coverage is provided in the following amounts: \$100,000/\$300,000 bodily injury and \$50,000 property damage insurance. Vendor assumes all fire, accident, and collision losses. Collision damage is assumed by the vendor and payment of the daily CDW, Collision Damage Waiver, or LDW, Loss Damage Waiver, fee is not authorized. All drivers must have a valid driver's license.

NOTE: The rental vehicle contract includes an insurance override agreement that covers licensed drivers, other than the individual that rented the vehicle, that use the vehicle with the permission of the

renter with all insurance and benefits provided under the rental agreement. Renter must pick up vehicle. This coverage is provided business associates, spouse, and children above the age of 18 that are living at home. Many rental agreements do not provide full insurance coverage if other than the renter is operating the vehicle.

6. Reporting Accidents

The rental contract includes 100% coverage for all collision damage to vehicles when renting for business purposes. Promptly report all vehicle accidents to the corresponding police department and the vendor.

(REV 06 DEC 01)

7. Methods of Payment

State issued Diner's Club, Master Card, Visa, American Express credit cards, State of Florida Purchasing Card, Avis Central Billing Credit Cards and Avis Company Travel Order (ACTO) provided by Avis Rent A Car are acceptable methods of payment that will insure that the state rates will be received. Purchase Order use with Direct Billing will be accepted if pre-approved through one of the Account Representatives listed in Section 19. Purchase orders are not accepted without prior arrangements with Avis Rent A Car. To obtain Avis Central Billing Credit Cards or Avis Company Travel Order (ACTO), contact your Finance and Accounting office or one the Avis Account Representatives listed in Section 19. See Section 14 for applicable taxes.

(REV 06 DEC 01)

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

8. Parking Violations

Parking violations are the responsibility of the renter. Avis Rent A Car and the State of Florida are not liable. The renter will be reported or contacted for unpaid violations.

9. Contract Period

The rental contract will be effective from January 1, 1999 to December 31, 2002.

10. Reservations

Reservations for vehicles should be made as soon as travel plans are known. Reservations must be made by calling the toll free number listed below or your travel agent. Request State of Florida contract rates, AWD NO. A113400. Written confirmation of reservations is available on request. It is recommended that written confirmation be requested for all rentals. Reference the AWD NO. listed below to assure the state rental rate is received. NOTE: The Compact (Class B) rental rate is not guaranteed without a confirmed car reservation for a compact class rental vehicle.

AVIS - 1-800-338-8211  
or your travel agent

AVIS AWD NO. - A113400

11. Energy Conservation

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

12. Use of Rental Vehicles Provided by Other Companies

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

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

NOTE: Under terms of this contract, a vehicle provided by Budget Rent-A-Car can be used only when the contract vendor cannot provide a vehicle.

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

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

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

14. Taxes

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

(REV 06 DEC 01)

15. Personal Accident Insurance (PAI)

State employees are not authorized to secure this coverage at state expense but may secure the coverage by personally making payment at the time of rental. The Department of Insurance does not recommend purchase of this coverage because it is very expensive for the coverage provided.

16. Trip Length

The contract is primarily designed to provide low cost transportation on trips which originate at airport locations and which have an average length of approximately 130 miles per day. However, the contract may be used for statewide travel with no restriction on the miles traveled per day.

**The following additional per mile charges will apply to all in-state usage over 200 miles per day.**

Additional Net Cost Per Mile

Class	1(A)	2(B)	3(C)	4(E)	5(V)
	\$.07	\$.07	\$.07	\$.10	\$.10

(REV 06 DEC 01)

17. Mandatory Seat Belt Use

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

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

Under the terms and conditions of this contract the value of all promotional gifts, rebates, coupon programs, etc. initiated after the initial bid will be provided in the form of discounts from the daily rental rates.



19. Account Representatives

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

Account Manager

Cynthia W. Metcalfe            305-341-0863            [cmetcalf@avis.com](mailto:cmetcalf@avis.com)

Responsible for service issues, contract questions, major billing concerns, special requests, Preferred Renter Applications.

Account Service Representative

Dianna Dinkins            800-525-7521 EXT 1149            [ddinkins@avis.com](mailto:ddinkins@avis.com)

Responsible for billing problems, contract adjustments, general questions, direct billing with purchase order, faxed receipts.

(Rev 20 Nov 02)

20. Account Representative for Billing Problems or Questions

Billing problems or questions can be resolved by contacting Ms. Dianna Dinkins, the Avis Account Services Representative for billing problems, at 800-525-7521 EXT. 1149.

21. Personal Use of Contract

Avis Rent A Car has offered state employee state rates and insurance coverage for personal use. (NOTE: PERSONAL RENTALS WILL CARRY A \$3,000 LDW (Loss Damage Waiver) RESPONSIBILITY, MAKING THE RENTER RESPONSIBLE FOR THE FIRST \$3,000 OF DAMAGE TO THE VEHICLE). The \$3,000 LDW (Loss Damage Waiver) responsibility can be covered by purchase of the LDW coverage. This exposure may be covered by the renter's personal vehicle insurance, and by certain personal credit cards. Recommend renter check personal insurance coverage and/or credit cards before renting. Renter must be 25 years old or older, and must be an authorized user of the credit card presented for rental payment.

22. RENTAL RATES - AVIS RENT A CAR

VEHICLE CLASSES:		AVIS VEHICLE CLASS CODES
Subcompact	- 1(A)	ECAR
Compact	- 2(B)	CDAR
Intermediate	- 3(C)	IDAR
Full-Size 4/dr	- 4(E)	FDAR
Mini-Van	- 5(V)	MVAN

**Reservations-Phone 1-800-338-8211-Use Avis AWD NO.-A113400**

**RENTAL RATES IN-STATE - AVIS RENT A CAR**

Class Code	1(A)	2(B)	3(C)	4(E)	5(V)
Avis Code	<u>ECAR</u>	<u>CDAR</u>	<u>IDAR</u>	<u>FDAR</u>	<u>MVAN</u>
Day	\$ 23.27	\$ 24.18	\$ 26.01	\$ 28.26	\$ 31.92
Fuel Mileage	\$ .070	\$ .070	\$ .070	\$ .085	\$ .085
Hourly	\$ 7.75	\$ 8.05	\$ 8.66	\$ 9.41	\$ 10.68
(REV 06 MAR 03)					
*Weekly	\$162.89	\$169.26	\$182.07	\$197.82	\$223.44
**Monthly	\$651.56	\$677.04	\$728.28	\$791.28	\$893.76

(REV 01 JAN 00)

In-state rental rates include the cost of fuel. The mileage charge is for fuel.

Drop-off charges do not apply in Florida between cities where vendor has rental locations.

In-state rental rates apply to rentals that are picked-up and returned within the state of Florida.

**SEE ITEM 16, TRIP LENGTH EXCESS MILEAGE CHARGES (200+ MILES/DAY)**

(REV 06 DEC 01)

NOTE: Concession Fees:

Contractor is allowed to charge a 10% concession fee at the Tallahassee Regional Airport effective February 1, 2000. The City of Tallahassee is charging this new fee to all vendors at the Airport. This fee applies to all methods of payment. The fee does not apply to vehicles rented at the downtown Avis location. (Rev 20 Nov 02)

Contractor is allowed to charge a 9% concession fee at the Miami International Airport effective March 5, 2001. This fee applies to all methods of payment. The fee does not apply to vehicles rented at off airport Avis locations. (Rev 20 Nov 02)

Contractor is allowed to charge a 10% concession fee at the Orlando Sanford International Airport effective September 28, 2001. This fee applies to all methods of payment. The fee does not apply to vehicles rented at off airport Avis locations. (Rev 20 Nov 02)

NOTE: A \$2.00 Security Fee will be assessed on each airport rental car transaction at Jacksonville International Airport effective March 15, 2002. (Rev 20 Mar 02)

**Reservations-Phone 1-800-338-8211-Use Avis AWD NO.-A113400**

**RENTAL RATES OUT-OF-STATE - AVIS RENT A CAR**

Class Codes Avis Code	1(A) <u>ECAR</u>	2(B) <u>CDAR</u>	3(C) <u>IDAR</u>	4(E) <u>FDAR</u>	5(V) <u>MVAN</u>
Day	\$ 29.94	\$ 31.98	\$ 33.92	\$ 37.29	\$ 44.00
Mile	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Hourly	\$ 9.97	\$ 10.65	\$ 11.30	\$ 12.30	\$ 14.67
* Weekly	\$209.58	\$223.86	\$237.44	\$261.03	\$ 308.00
**Monthly	\$838.32	\$895.44	\$949.76	\$1044.12	\$1232.00

(REV 01 JAN 00)

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

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

For State Rates - Request State of Florida rates and use Avis AWD NO. A113400.

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

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

Out-of-state rates are dry rates that do not include fuel. Gasoline will be charged to the State when the vehicle is checked in based on the vehicle's fuel gauge reading. It is suggested that State Employees refuel prior to returning vehicle when renting out-of-State or refueling service charges will apply.

NOTE: Refunds for fuel purchased will not be made by Avis for out-of-state rentals.

(REV 06 DEC 01)

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

**ADDED DAILY SURCHARGE CITIES**

\$ 3.00	Dallas, TX	Houston, TX
	Minneapolis/St. Paul, MN	St. Louis, MO
	Detroit, MI	Seattle, WA
	Kansas City, MO	New Orleans, LA
	San Francisco/Oakland/San Jose/Los Angeles, CA	
	Atlanta, GA	Cleveland, OH
\$ 5.00	Boston, MA	Baltimore, MD
	Washington, D.C.	Chicago, IL
	Hartford, CT	Phoenix, AZ
	Philadelphia, PA	Denver, CO

\$10.00

Manhattan  
Newark, NJ

New York Airports  
New York Metro Area

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

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

LaGuardia, JFK and Newark Airports:

The car is checked out between 1:00 PM Friday and 3:00 PM Sunday  
The car is checked in between 12:01 AM Saturday and 11:59 PM Monday

Manhattan:

The car is checked out between 12:01 AM Friday and 3:00 PM Sunday  
The car is checked in between 12:01 AM Saturday and 11:59 PM Monday

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

## 23. RENTAL VEHICLE CONTRACT TAXES

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

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

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

Only in-state rentals that are billed directly to the agency by use of an Avis Credit Card, Avis issued Company Travel Order (ACTO), State of Florida Purchasing Card, pre approved Direct Bills using Purchase Orders, are tax exempt.  
(REV 06 DEC 01)

To obtain Avis Rent a Car Credit Cards, Avis Company Travel Order, set up Direct Bills using Purchase Orders, or information on billing formats contact any of the Avis Account Representatives listed in Section 19.  
(REV 06 DEC 01)

For additional information regarding the rental vehicle contract, contact the Division of Motor Pool, Bureau of Motor Vehicles and Watercraft at 488-4290 or Suncom 278-4290.

## 24. 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.

(Rev 19 Nov 02)

25. Compliance with the Laws:

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, The Americans with Disabilities Act, and all prohibitions against the discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

(Rev 19 Nov 02)