

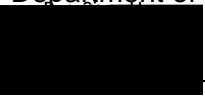
-0950,

vis Budget Group, Inc. (Contractor), collectively referred to herein as the "Parties."

Department and Contractor entered into negotiations as outlined in Section 287.057(5), Florida

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

State of Florida,  
Department of Management Services



By: Jonathan R. Satter  
Secretary

Avis Budget Group, Inc.



By: Beth Kinerk  
Senior Vice President

D E

D E

Date

Date



**CONTRACT EXHIBIT A**

2.6 **Customer** – Any Agency, as defined in section 287.012(1), F.S., or any Eligible User, as defined in Rule 60A-

## CONTRACT EXHIBIT A

State Class	ACRIS Code	Category	Type	Transmission	Fuel/Air Conditioning
Standard SUV	SFAR	Standard	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air

- 4.2 **Additional Vehicle Classes** – The Contractor shall also have the following Classes of hav138 0 Td [(SU)-4.5 (V)m454 0 Td [(V)1.3 (ehicle )0.7 (C)1.7 (lfac3933.4 ( )TJ

**CONTRACT EXHIBIT A**

for rental, Contractor may offer the Renter a rental vehicle with more than 35,000

## CONTRACT EXHIBIT A

access available information. Contractor shall make available the Contract rates on all major Global Distribution Systems (GDS). Contractor shall maintain a toll-free, 24-hour per day reservation phone number through which Contractor's personnel will have access to the Contract rates. Contractor shall also accept reservations at rental locations via walk-in and local telephone number. Contractor's personnel at all Contractor rental locations must have access to the rates and terms and conditions contained in this Contract.

- 10.2 Upon acceptance of the reservation, Contractor shall issue a confirmation number and provide written confirmation via email to the Renter.
- 10.3 Contractor shall not charge additional fees for reservations made less than 24 hours prior to pick up.
- 10.4 Contractor shall provide the reserved vehicle Class or a higher Class, if accepted by the Renter, at no additional charge for all Customer reservations.
- 10.5 If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reservation for three (3) hours after the Renter's estimated time of arrival prior to release.
- 10.6 Whenever possible, the Renter will advise Contractor of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation will the State, the Department, Customer, or Renter be liable for payment of "no shows."

### 11 Vehicle Pickup

- 11.1 Contractor will verify that the Renter is an employee or authorized representative of a Customer by requesting employee identification, badge, or written authorization on letterhead of the Customer, in physical or electronic form, at or before the time of vehicle pickup. The Renter's provision of identification constitutes prima facie evidence of the Renter's eligibility to utilize this Contract.

Contractor shall perform all processing necessary to rent the vehicle (drive off the lot) within thirty (30) minutes after the arrival of the Renter at the rental pickup location, except as provided in Section 22.3.

Contractor may request the Renter to sign Contractor's standard rental agreement to document the delivery of the vehicle. Contractor shall provide to Renter a completed copy of the standard rental agreement showing:

- a. The Class of vehicle rented and the itemized charges and total projected charges to be billed for the rental.
- b. Date, time, and location for the vehicle's return. The Contractor shall include a description of the charges that may be applied for late returns of vehicles.
- c. Odometer reading upon pickup.





## CONTRACT EXHIBIT A

roadside assistance service provider. In all cases, the Contractor's primary consideration is the safety and security of the renter and passengers. Contractor shall provide a 24-hour toll-free roadside assistance number to Renter at the time of vehicle pickup. Personnel operating the roadside assistance number shall be familiar with and have access to the terms and conditions of the Contract.

Breakdowns are situations where the vehicle either no longer operates as intended or does not operate at all. Examples of breakdowns include but are not limited to: brake failure; failure to accelerate; vehicle shaking; difficulty steering the vehicle; overheating; engine smoking; bald or flat tires; locking keys in the car; and running out of gas. Contractor shall be responsible for all costs associated with roadside assistance, however Renter will be responsible for the cost of gas replacement and key replacement when Renter error caused the emergency.

In the event of a breakdown the Contractor shall remedy the situation within two (2) hours of being notified by the Renter (ex. fix the flat tire, jump start the vehicle, refill the vehicle with gas, unlock the vehicle) or replace the vehicle, as described in Section 14 of this document. Replacement vehicles shall be the same or greater Class and shall be provided at no additional charge.

Emergencies include but are not limited to situations that have resulhavT1.7 ()1.3 (ecgr)0.7 (e-1 (teday)-1 (

**CONTRACT EXHIBIT A**











## CONTRACT EXHIBIT A

Customers of the State of Florida  
C/O: Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950

Certificates of Insurance shall be in effect upon the effective date of the Contract through the termination of the Contract. It is Contractor's responsibility to provide certificates prior to their expiration to the Department's Contract Manager. All insurance policies shall be through insurers authorized to write policies in Florida or through a self-insurance program that is acceptable to the State.

### **28 Collision/Loss Damage Waiver Fee**

For all Business Rentals, Contractor shall include the collision/loss damage waiver fee in the base rate for each Class of vehicle. Business Use Renters shall not be charged any additional fees to insure the rental vehicle. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim or maintain any suit against the State, the Department, or Customer for any physical damage, loss, vandalism, fire, theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided the rental vehicle was not used by the Renter in any manner prohibited by the Contract.

Contractor shall inform the Renter whether or not the loss damage waiver is included when the Renter is using the vehicle for Leisure Use.

Notwithstanding the above, the Renter shall not smoke in Contractor's vehicles, and Contractor may reasonably charge the Renter for any smoking damages caused by the Renter or other passengers in the vehicle while in the Renter's possession.

### **29 Liability for Rental Vehicle**

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

- a. Driving under the influence of alcohol or any prohibited drugs;
- b. Operating the vehicle for an illegal purpose;
- c. Using the vehicles to push or tow another vehicle, unless the vehicle is equipped for towing and Contractor has agreed to this in writing beforehand;
- d. Using the vehicle to carry passengers or property for hire;
- e. Driving the vehicle in a race or contest;
- f. Permitting operation of the vehicle by an unlicensed driver;
- g. Driving the vehicle outside of the United States, except where such use is specifically authorized by the Contract; and
- h. Driving the vehicle on other than paved, graded or maintained roads or driveways, except when Contractor has agreed to this in writing beforehand (Note: SUV's and pick-up trucks will be allowed, without Contractor's prior written agreement, to operate off





## CONTRACT EXHIBIT A

measured on a ten-point scale. A satisfactory "overall experience" is any score greater than five (5).

### **35 Required Service Levels and Financial Consequences**

Financial consequences will be assessed for failure to timely perform or submit a report as required by the Contract. Financial c



## CONTRACT EXHIBIT A

- Successful completion of deliverables;
- Review of Contractor's performance;
- Review of minimum required reports;
- Addressing any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

### **38 Delays and Complaints**

Delivery delays and service complaints will be monitored on a continual basis. Documented

## CONTRACT EXHIBIT A

Location Name - Pickup	Rental Pickup Location Name (e.g., TALLAHASSEE EAST)
City - Pickup	Rental Pickup Location City
State - Pickup	Rental Pickup Location State
Return Date	
Location Name - Return	Return location name (e.g., TALLAHASSEE EAST)
City - Return	Return location city
State - Return	Return location state
Months Rented	Number of whole months rented (30-day periods)
Weeks Rented	Number of whole weeks rented (7-day periods)
Days Rented	Number of whole days rented (24-hour periods) per B. 2k (7) 12 18 3 29 39 4.0

**CONTRACT EXHIBIT A**

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## CONTRACT EXHIBIT A

- 41.1.2 Requests for price increases must be supported by a change in the Producer Price Index (PPI) for Standard Passenger Car Rental, Series ID 5321115321112. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.
- 41.1.3 The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.
- 41.1.4 When requesting a price increase, Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the PPI is







## **CONTRACT EXHIBIT A**

Card Industry (PCI) compliant. The Contractor shall provide upon request documentation regarding the Contractor's attestation of compliance, including all supporting and related materials.

**Rental Vehicles**  
**Contract No. 78111808-20-1**  
**Contract Exhibit B**

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## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 submissintatinv-1.1 (c)-1.1 (es)-1.8ng e tusomterlolv peres**

### 3.6 Annual

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

**SECTION 5. COMPLIANCE WITH LAWS.**

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a) o LO A ALQiz<sup>a</sup> îë QACE à í ± øîç-? íí T80 474 Tm [(5)-223 (.1)]TJ 0



the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.



be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

copyright, patent, trade secret, or e-vtual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

##### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor

shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

### 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

## 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection

## 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

## 10.3 Communications.

### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### 11.1 Performance Standards





related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract Price (a) (3) (i) that the Contractor shall pay in part (the) (c) (1) - 1. du 0 (m) 38 (m) 3.4 (e)

five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or 0.7 (el)-13ontraçng , 7 ( 456.051 (ng 7, F.S8 ( i). 0.6 ( m)3.4 (us)-1.7 (t m)3.4 13.ontvedi,n ca[(r)0.7 (el)-8y nfi; Tw 0.23tth

Contract Exhibit E

Offered Brands Acknowledgement

Contractor's Name: Avis Budget

Offered Brands:

- Avis Budget Group is a company located in the State of Florida's Contract for Rental Vehicles.
  - 1) Avis
  - 2) Budget
- By signing below, Contractor agrees to comply with Section 9 of Contract Exhibit A Statement of Work, which requires that services provided through Contractor's multiple Brands shall be provided in accordance with all terms and conditions set forth in Contract. Contractor is fully responsible for the compliance and performance of its Brands.

Contractor's Authorized Representative

Signature:

Date:

07/26/20

Printed Name:

Beth Schoeller

Position Title:

National Account Manager,  
Government