

August 17, 2005

**MEMORANDUM NO.:** (518-020-05-1) - 1

**TO:** User Agency  
**FROM:** Director, State Purchasing  
**SUBJECT:** Contract No: 518-020-05-1  
Title: Rental Vehicles

The following changes have been made to the subject contract:

- 1) Contract has been revised to add Amendment 1 correcting duplicative clauses 4.19 and 4.20 addressing price escalation and de-escalation.
- 2) Rental rates have been changed for In-State and Out-of-State rentals as follows:

IN-STATE Vehicle Class	Retail Base Rate/Day \$	Discount %	Contract Daily Rate
1 Subcompact (ECAR)	\$ 41.33	45%	\$ 22.73
2 Compact (CDAR)	\$ 45.57	46%	\$ 24.61
3 Intermediate (IDAR)	\$ 48.75	45%	\$ 26.81
4 Full Size 2/4Dr (FDAR)	\$ 52.99	43%	\$ 30.20
5 Minivan (MVAN)	\$ 79.99	57%	\$ 34.16

OUT-OF STATE Vehicle Class	Retail Base Rate/Day (Atlanta) \$	Discount %	Contract Daily Rate
Subcompact (ECAR)	\$ 55.11	45%	\$ 30.31
Compact (CDAR)	\$ 58.29	45%	\$ 32.06
Intermediate (IDAR)	\$ 76.31	55%	\$ 34.34
Full Size 2/4Dr (FDAR)	\$ 85.85	56%	\$ 37.77
Minivan (MVAN)	\$ 94.99	56%	\$ 41.79

- 3) Local Avis Account Manager contact information has changed as follows:

Cynthia W. Metcalfe, Florida Governments Account Manager  
1414 S. Monroe Street  
Tallahassee, FL 32301  
Phone: (850) 222-1198, Fax: (850) 222-9370  
Email: [cynthia.metcalfe@cendant.com](mailto:cynthia.metcalfe@cendant.com).

- 4) The State Purchasing Contract Administrator has been changed from Susan Barr to Barb Carter.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

Attachment

**STATE TERM CONTRACT NO. 518-020-05-1**  
**Rental Vehicles**  
**Amendment No. 1**

**THIS AMENDMENT**, effective as of the last date signed below, is by and between the State of Florida Department of Management Services (the "Department") and the entity identified below as Contractor (the "Contractor"), and amends State Term Contract No. 518-020-05-1 (the "Contract").

**WHEREAS** the Department awarded the above referenced Contract to AVIS Rent a Car System, Inc. for the provision of Rental Vehicle Services; and

**WHEREAS** the Contract specifies a Rate Adjustments in Section 4.19 and a Price Escalation / De-Escalation in Section 4.20, both of which address the same subject in different perspectives (e.g. price adjustment); and

**WHEREAS** the parties wish to correct the duplicative clauses addressing the same subject and also to adjust the contract price.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rate Adjustment: The State of Florida will honor the Rate Adjustment requested by Contractor on July 23, 2005, in accordance with the existing Section 4.19.
2. Section 4.19 shall be the sole provision for future price adjustments under this Contract and shall be modified to read as follows:

4.19 RATE ADJUSTMENTS:

The rate(s) of discounts established by bid must be firm for the duration of the contract period. "Net Rates" may be adjusted only under the following conditions:

The "Net Rates" offered with the proposal shall be firm against any increase for 180 days from the effective date of contract. Requests for increase or decrease may be submitted, with the State reserving the right to accept or reject increases within 30 days after receipt of the request. Any increase accepted shall become effective 30 days after the date of receipt of the request. Any decrease shall become effective 30 days after date of receipt. All requests for increase in "Net Rates" must be substantiated by written evidence that the regular undiscounted retail "Base Rates" have been uniformly increased. "Net Rates" can be decreased based on evidence that the normal undiscounted retail "Base Rates" have uniformly decreased. There can only be one rate adjustment per twelve (12) month period and the maximum net rate percentage increase or decrease per twelve (12) month period shall be limited to 5%. However, if the contractor's fleet costs in any model year increase by 10% or more over the prior model year, then the Contractor may request an additional increase, with the State reserving the right to accept or reject any additional increase within 30 days after receipt of the request. Either party may cancel the contract for convenience, upon 90 days prior written notice.

3. Section 4.20 shall be deleted in its entirety from this Contract upon execution of this Amendment.

**Rental Vehicles  
Amendment No. 1  
Page 2**

To the extent any of the terms herein conflict with the terms of the Contract as previously amended, the terms of this Amendment shall control. All other terms of the Contract remain in full force and effect.

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

**AGREED AND ACCEPTED:**

**CONTRACTOR:**

**AVIS RENT-A-CAR SYSTEM, INC.**

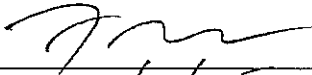
2330 NW 37<sup>th</sup> Avenue  
Miami, FL 33142

By: 

Date: 8-15-05

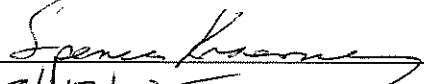
Its: SE. U.P. Corp Sales

**STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES**

By: 

Date: 8/17/05

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

By: 

Date: 8/17/05