



**Southeast Florida Governmental Purchasing  
Cooperative Group**

**CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to [joicer@myboca.us](mailto:joicer@myboca.us) for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. **17-C-053**

Description/Title: **Undercover Vehicle Rental Services for SE FL Governmental Purchasing Cooperative Group**

Initial Contract Term: Start Date: **9/1/17** End Date: **8/31/19**

Renewal Terms of the Contract: **2** (No. of Renewals) Renewal Options for **2 years** (Period of Time)

Renewal No. \_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal No. \_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal No. \_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**SECTION #1 VENDOR AWARD**

Vendor Name: **Enterprise Leasing Company of Florida, LLC**

Vendor Address: **5105 Johnson Rd., Coconut Creek, FL 33073**

Contact: **Christopher Gaba**

Phone: \_\_\_\_\_ Fax: **954-337-2977**

Cell/Pager: **574-514-3835** Email Address: **christopher.gaba@ehl.com**

Website: \_\_\_\_\_ FEIN: **59-1684426**

**SECTION #2 AWARD/BACKGROUND INFORMATION**

Award Date: **7/19/17** Resolution/Agenda Item No.: **14**

Insurance Required: Yes  No \_\_\_\_\_

Performance Bond Required: Yes \_\_\_\_\_ No

**SECTION #3 LEAD AGENCY**

Agency Name: **City of Coral Springs**

Agency Address: **9551 W. Sample Rd.**

Agency Contact: **Roxanne Sookdeo** Email: **rsookdeo@coralsprings.org**

Telephone: **954-344-1103** Fax: **954-344-1186**



DATE: March 21, 2017

RFP NO. 17-C-053

**REQUEST FOR PROPOSALS**

**ALL INTERESTED PARTIES:**

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**UNDERCOVER VEHICLE RENTAL SERVICES FOR  
S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, April 12, 2017. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Roxanne Sockdeo  
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION  
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org  
Phone 954-344-1100 • Fax 954-344-1188



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

### **TO OUR PROSPECTIVE CONTRACTORS:**

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

### **Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:**

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**

## **I. STATEMENT OF THE WORK**

### **A. Objective:**

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle rental services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs, acting as Lead Agency on behalf of the participating agencies in the Southeast Florida Governmental Purchasing Cooperative Group, referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor.

Some co-op agencies may currently have a contract in place for the services listed herein. Those entities may participate in this contract at the expiration of their current contracts.

### **B. Services Required by the City:**

Contractor shall:

- Provide a vehicle rental program for the City of Coral Springs. The City's Intended use is for undercover investigation and surveillance.
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for rental.
- Provide a rental program, which would allow the City to exchange vehicles or replace vehicles at any time at any of the vendor's locations in South Florida.

## **II. SCOPE OF SERVICES**

### **Vehicle Usage**

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of rentals or estimated annual expenditure will be listed on the pricing page.

### **Vehicles To Be Provided**

\*Proposer shall provide a list of vehicles that are available for rental.

\*The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.

City shall be able to rent vehicles on a short-term basis (less than 1 month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

**\*Maintenance of Vehicles**

Please describe how routine service checks should be handled for all agencies.

**Modifications of Vehicles**

City may apply, at own expense, window tinting to any rental vehicle. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove equipment shall be the City's responsibility.

**Mileage Limits**

Vendor shall include at least 3,000 miles in the monthly cost of each rental vehicle.

**Term**

Contract term shall be for two (2) years with two (2) additional two (2) year renewal terms available.

**Rental Rates**

Rental charges quoted shall remain firm for the initial two (2) year term of the contract. For each successive two (2) years, renewal term, the monthly rental charges are subject to increase in accordance with the preceding two-year's Consumer Price Index (CPI) for All urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five (5) percent.

**\*Tolls**

City shall pay for tolls as a pass-through cost. Please explain how toll-by-plate charges will be handled.

**\*Roadside Service**

Roadside assistance shall be included. (Proposer must describe the level of service available.)

If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

### Vehicle Tags and Fees

Contracted vendor shall be responsible for all tags and registration fees for rental vehicles.

### Participating Agencies -

See Attachment A.

## **III. PROPOSAL REQUIREMENTS**

### 1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to service the geographically diverse entities participating in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

Proposer may choose to provide different categories (no more than 5) of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

Proposer must address each of the questions in the Scope of Services, indicated by an asterisk (\*).

### 2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed services.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

### 3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

### 4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for provision of services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) marked original, three (3) copies and one electronic copy (thumb drive or CD) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33086, to the attention of Roxanne Sockdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offer or as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offeror that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offer or.

**IV. EVALUATION OF PROPOSALS**

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	35
Firm Qualifications & References	25
Price	40

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the

parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

#### **V. SCHEDULE OF EVENTS**

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	3/21/17
2. Opening of Proposals	4/12/17
3. Proposal Evaluations	4/17/17-5/12/17
4. Contract Negotiations	5/15/17-5/29/17
5. Award of Contract	6/21/17

CITY reserves the right to delay scheduled dates.

#### **VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
  - (a) Proposal and Offeror's Certification
  - (b) Certified Resolution
  - (c) Qualifications Statement
  - (d) Non-Collusive Affidavit
  - (e) Offeror's Foreign (Non-Florida) Corporate Statement
  - (f) References
  - (g) Certificate(s) of Insurance

#### **VII. AWARD OF CONTRACT**

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

#### **VIII. INSURANCE**

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

**RFP NO: 17-C-053**  
**UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA**  
**GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**INSTRUCTIONS TO OFFERORS**  
**STANDARD TERMS AND CONDITIONS**

**1. DEFINED TERMS**

**1.1** Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**2. SPECIAL CONDITIONS**

**2.1** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

**3. EXAMINATION OF CONTRACT DOCUMENTS**

**3.1** Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

**3.2** The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the services and any local conditions that may affect the services to be provided.

**4. SPECIFICATIONS**

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

**5. INTERPRETATIONS AND ADDENDA**

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

**6. PRICES PROPOSED**

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work.

**7. NON-COLLUSIVE AFFIDAVIT**

- 7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

**8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT**

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on rentals of real property to 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**9. CONFLICT OF INTEREST**

- 9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

**10. SUBMISSION OF PROPOSALS**

- 10.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 10.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 10.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR UNDERCOVER VEHICLE RENTAL SERVICES THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 10.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 10.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.
11. MODIFICATION AND WITHDRAWAL OF PROPOSALS
- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident,

then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

**12. REJECTION OF PROPOSALS**

12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalties not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

**SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS**

**13. QUALIFICATIONS OF OFFERORS**

13.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.

13.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

13.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

**14. ENVIRONMENTAL REGULATIONS**

14.1 City reserves the right to consider Offeror's history of citations and/or

violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

15. **INSURANCE**

15.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

15.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

15.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- 15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.
- 15.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
- Financial Stability B+ to A+
- 15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named Insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. **INDEMNIFICATION**

- 16.1 **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 16.2 **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.
- 16.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 16.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the Indemnification

agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. **RISK OF LOSS**

- 17.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

18. **WARRANTIES**

- 18.1 **Warranty of Merchantability:** Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

- 18.2 **Warranty of Fitness for a Particular Purpose:** Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended. The proposal(s) for which the equipment covered by the contract is intended is: lease of vehicles for investigative and undercover work.

18.2.1 Successful offeror understands and agrees that CITY is purchasing the equipment in reliance upon the skill of Successful Offeror in furnishing the equipment suitable for the above-stated purpose. If the equipment cannot be used in the manner stated in this Paragraph, then City, at its sole discretion may return the parts to successful offeror for a full refund of any and all moneys paid for the parts.

- 18.3 **Warranty of Title:** Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

- 18.4 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.

- 18.5 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any Indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

- 18.6 Successful Offeror warrants to CITY that it is not insolvent, it is not in

bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

18.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

18.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

19. TAXES

19.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

20. TERMINATION FOR CAUSE AND DEFAULT

20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

21.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and

refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

**22. AUDIT RIGHTS**

22.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

**23. ASSIGNMENT**

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. **GOVERNING LAWS:** This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. **VENUE:** Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

**26. COST ADJUSTMENTS**

26.1 The cost(s) shall remain firm for the initial two (2) year contract term. Any requested cost increase shall be fully documented and submitted in writing to the Purchasing Administrator at least ninety (90) days prior to the beginning any two (2) year contract renewal term or at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective after the first two (2) year contract term or upon the renewal date of the contract.

**ATTACHMENT "A"**

**RFP 17-C-063  
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA  
GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ESTIMATED ANNUAL USAGE**

MUNICIPALITY	CLASS I- (compact vehicles)		CLASS II- (midsize sedans, small SUVs)		CLASS III- (full size sedans, midsize SUVs, minivans, reg size pickups)		CLASS IV- (large sedans, large Pickups, large SUVs)		CLASS V- (premium vehicles)	
	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12
Coral Springs, City of					12	144				
Boca Raton, City of					14	168				
Coconut Creek, City of					8	96				
Davie, Town of					5	60				
Ft. Lauderdale, City of							22	264	4	48
Hallandale Beach, City of			10	120						
Lauderhill, City of			2	24	4	48				
Margate, City of					8	96				
Miramar, City of			10	120						
North Miami Beach, City of			3	36	6	72	1	12		
Pembroke Pines, City of					5	60				
Plantation, City of					8	96				
Sunny Isles Beach, City of	1	12	1	12						
Sunrise, City of	9	108	2	24	9	108	1	12	6	72