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**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: AGREEMENT FOR RENTAL OF VEHICLES BETWEEN THE CITY OF FORT LAUDERDALE AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

CAM: 15-0653 ITEM: PUR-3 CCM: May 19, 2015

Routing Origin:  CAO Also attached:  copy of CAM  Original Documents

City Attorney's Office: Approved as to Form \_2 Originals and Delivered to City Manager

By Assistant City Attorney: *By M. [Signature] Paralegal Dept.*

CIP FUNDED  YES  NO  
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) City Manager: Please sign as indicated and forward 2 originals to City Clerk.

**INSTRUCTIONS TO CLERK'S OFFICE**

3) City Clerk: Retains one original and forwards 1copies of documents to: Lura Rogers

Original Route form to \_Lura Rogers -Procurement

**AGREEMENT FOR RENTAL OF VEHICLES BETWEEN THE CITY OF FORT LAUDERDALE AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**

THIS AGREEMENT, made and entered into this 19th day of May, 2015, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Enterprise Leasing Company" or "Bidder" or "bidder"), whose address is 600 Corporate Park Drive, St. Louis, MO 63105.

WHEREAS, the City and the Contractor wish to enter into an agreement for Rental of Vehicles based on an agreement between the Contractor and the City of Miami Beach ("Miami Beach").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City rental vehicles in accordance with and at the prices set forth in Contract 2014-176 between the City of Miami Beach and the Contractor ("Miami Beach Contract").

2. The City's General Conditions and Insurance Requirements, which are attached hereto, are incorporated herein.

3. Except with regard to the bidding process, the terms "City of Miami Beach" and "City," as set forth in the Miami Beach Contract, where the context permits, mean the City of Fort Lauderdale.

4. In the event of a conflict between the City's General Conditions and Insurance Requirements and the Miami Beach Contract, the City's General Conditions and Insurance Requirements shall control.

5. This Agreement shall be coterminous with the Miami Beach Contract, and may be renewed by the parties in the event and to the extent the Miami Beach Contract is renewed.

6. Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

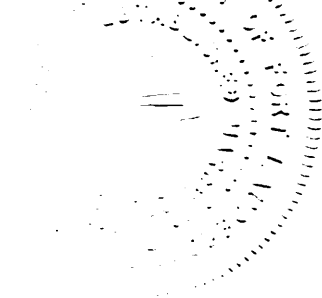
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST: [Signature]  
Jonda K. Joseph, City Clerk  
~~JEFFREY D. MODARELLI~~



CITY OF FORT LAUDERDALE  
By: [Signature]  
John P. "Jack" Seiler, Mayor

By: [Signature]  
Lee R. Feldman, City Manager

Approved as to form:  
[Signature]  
Senior Assistant City Attorney

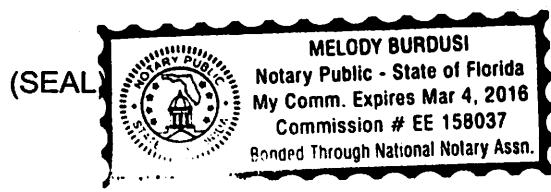
ATTEST: [Signature]  
Print Name: Rosemary Kelly  
Title: Regional Administrator

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC  
By: [Signature]  
~~Dave Schmidt~~ Tina Diehl  
President Regional Vice President

(Corporate Seal)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 22 day of May, 2015, by ~~Dave Schmidt~~ as ~~president~~ for Enterprise Leasing Company of Florida, LLC, a Delaware corporation authorized to transact business in the State of Florida.  
Tina Diehl RVP



Melody Burdusi  
Notary Public, State of Florida  
(Signature of Notary Public)

[Signature]



Melody Burdusi  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to the City proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as "additional insured" will be at the contractor's expense.

### Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

### Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**A certificate naming the City as an "additional insured" for General Liability in the description box on the certificate of insurance is required.**

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding

sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.



- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be

public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.
- The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.



## CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Rental of Vehicles

CONTRACT NO.: 2014-176

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year periods.

SUPERSEDES: 51-08/09

CONTRACTOR(S): Enterprise Leasing Company of Florida, LLC

ESTIMATED ANNUAL CONTRACT AMOUNT: 233,270

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- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on April 23, 2014, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide rental of vehicles pursuant to City Invitation to Bid No. 2014-176 and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2013-080-ITB-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Steven Williams, Procurement Coordinator, at 305-673-7000 ext. 6650.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

## Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Alex Denis, Procurement Director  
City of Miami Beach  
Department of Procurement Management  
1700 Convention Center Drive  
Miami Beach, Florida 33139

With copies to:

City Clerk  
City Clerk Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139

For Contractor:

Enterprise Leasing Company of Florida, LLC  
11945 S.W. 140 Terrace  
Miami, Florida 33186  
Attn: Lester Guzman  
Phone: 954-931-4574  
Cell: 305-278-2921  
E-mail: lester.guzman@ehi.com

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.



Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 28<sup>th</sup> day of April, 2014, by their respective duly authorized representatives.

**CONTRACTOR**

By *Dave Selt*  
President/ Signature

DAVE SCHMIDT  
Print Name

4-28-14  
Date

ATTEST:

*Lester Guzman*  
Secretary/ Signature

Lester Guzman  
Print Name

4/28/14  
Date

**CITY OF MIAMI BEACH**

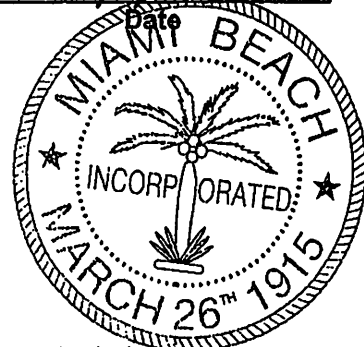
By *[Signature]*  
Mayor

5/8/14  
Date

ATTEST:

*[Signature]*  
City Clerk

5/8/14  
Date



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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*[Signature]*  
City Attorney

5-8-14  
Date

**Condensed Title:**

Request For Approval To Award A Contract To Pursuant To Invitation To Bid (ITB) No. 2014-176-LR For Rental Vehicles.

**Key Intended Outcome Supported:**

N/A  
Supporting Data (Surveys, Environmental Scan, etc.): N/A

**Issue:**

Shall the City Commission approve the award of Contract?

**Item Summary/Recommendation:**

The purpose of this item is to approve a contract to provide approximately thirty-three (33) rental vehicles annually for the City of Miami Beach pursuant to ITB 2014-176. The vehicles shall be late models with low mileage, and in good operating condition. There will be no mileage charges or rental charges except for refueling charges allowed on any rental. The selection of the vehicles will be classified into groups for pricing purposes. From these groups, the Police Department may choose the vehicle most suited to support their investigative operations.

Twenty-eight (28) vendors were notified of the solicitation, with eight (8) vendors downloading the solicitation. One (1) response was received in response to the solicitation.

**RECOMMENDATION**  
After review of the sole response received, it is recommended that Enterprise Leasing Company of Florida, LLC, the sole responsive, responsible bidder be awarded the contract:

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account
	1	\$ 9,270	011-1110-000323
	2	\$ 14,000	011-1122-000323
	3	\$210,000	011-1140-000323
	<b>Total</b>	<b>\$233,270</b>	

**Financial Impact Summary:** The annual cost associated with rental vehicles is subject to funds availability approved through the annual budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. The funding and accounts noted above are the FY 2014 budget amounts approved by Commission.

**City Clerk's Office Legislative Tracking:**

Alex Denis, Director Ext # 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD <i>[Signature]</i> RM <i>[Signature]</i>	MT <i>[Signature]</i>	JLM <i>[Signature]</i>

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: April 23, 2014

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-176-LR FOR RENTAL VEHICLES.

### ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

### KEY INTENDED OUTCOME

N/A

### FUNDING

The annual cost associated with rental vehicles is subject to funds availability approved through the annual budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. The funding and accounts noted below are the FY 2014 budget amounts approved by Commission.

011-1110-000323	\$ 9,270.00
011-1122-000323	\$ 14,000.00
011-1140-000323	\$210,000.00

Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Office of Budget and Performance Improvement (OBPI).

### BACKGROUND INFORMATION

The purpose of Invitation to Bid (ITB) No. 2014-176-LR is to establish a contract, by means of sealed bids, with a qualified firm(s) for rental vehicles for the City of Miami Beach, on an as needed basis, for up to thirty-three (33) vehicles per month. The vehicles shall be late models with low mileage, and in good operating condition. There will be no mileage charges or rental charges except for refueling charges allowed on any rental. The selection of the vehicles will be classified into groups for pricing purposes. From these groups, the Police Department may choose the vehicle most suited to support their investigative operations.

The contract(s) entered into with the successful bidder(s) shall remain in effect for three (3) years. The price offered by the Bidder in its Bid Proposal shall remain firm and fixed during the initial three (3) year term. The City, through its City Manager, shall have the option to renew this contract for an additional two (2) one-year periods on a year-to-year basis. During the renewal term, the City may consider an adjustment to price based on changes in the applicable CPI-U index.

### ITB PROCESS

ITB No. 2014-176, was issued on March 5, 2014, with a bid opening date of March 27, 2014. One (1) addenda were issued to answer to questions submitted by prospective bidders. The Department of Procurement Management issued bid notices to twenty (28) firms utilizing the Public Purchase and the Florida Purchasing Group website. Eight (8) prospective bidders accessed the advertised solicitation. In addition, the Department of Procurement Management sent the ITB document to additional firms not registered with the Public Group.

The notices resulted in the receipt of one (1) response from Enterprise Leasing Company of Florida, LLC.

The ITB stated that the lowest responsive, responsible bidder meeting all terms, conditions, and specifications of the ITB will be recommended for award. Since there was a sole response received no veterans and local preferences was considered however, Enterprise Leasing Company of Florida, LLC has three (3) locations in Miami Beach.

The Bid Price form was categorized by vehicles class as follows: mid-size, full-size, luxury, mini-van, pick-up truck, sport utility vehicle and cargo van.

In evaluating the sole bid received it has been determined that the bid from Enterprise Leasing Company of Florida, LLC, was deemed responsive.

The Department of Procurement Management verified the following:

- Minimum Requirements
  1. Similar Experience. Bids will only be considered from firms that are regularly engaged in the business of providing goods and services as described in for a minimum of three (3) years.  
Enterprise Leasing Company of Florida, LLC has been in the business for fifty-seven (57) years.
  2. One (1) governmental agency currently being service.  
Enterprise Leasing Company of Florida, LLC – currently providing rental vehicles to the City of Miami Beach, City of Miami and Miami-Dade County, for their respective Police Departments.
  3. Bidder(s) shall make available multiple secure rental locations for vehicle pickup/exchanges within Miami-Dade and Broward Counties.  
Enterprise Leasing Company of Florida, LLC – has multiple locations in the tri-county area (Miami-Dade, Monroe and Broward Counties)
- Past Performance  
Enterprise Leasing Company of Florida, LLC, is located in Miami, Florida with three (3) rental locations in Miami Beach; has been in business for over 57 years and has provided rental vehicle for local agencies including the City of Miami Beach, City of Miami and Miami-Dade County and their performance has been very satisfactory.

Pricing submitted by Enterprise Leasing Company of Florida LLC, is attached.

Although Enterprise Leasing Company of Florida LLC ("Enterprise") submitted the sole response, a price comparison was conducted based on their current contract and that in their bid submittal. It was determined that for three (3) of the seven (7) categories pricing decreased, two (2) others remained the same, and only two (2) categories indicated a price increase.

<u>Vehicle Class</u>	<u>Current Contract Price</u>	<u>Bld Price</u>
Mid-Size	\$600	\$575
Full-Size	\$640	\$625
Luxury	\$820	\$820
Mini-Van	\$640	\$640
Pick-up Truck	\$640	\$675
Sport Utility Vehicle	\$650	\$685
Cargo Van	\$600	\$550

After review of sole response received, it is recommended that Enterprise Leasing Company of Florida, LLC, the sole responsive, responsible bidder be awarded the contract.

**CITY MANAGER'S REVIEW**

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission award the contract to Enterprise Leasing Company of Florida, LLC.

**CONCLUSION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract pursuant to Invitation to Bid (ITB) No. 2014-176-LR for Rental Vehicles, to Enterprise Leasing Company of Florida, LLC, in the amount of \$233,270.

Tabulation of Bids  
ITB 2014-176 Rental Vehicles

			ENTERPRISE LEASING COMPANY OF FLORIDA, LLC				
Item	Vehicle Class	Description-Make and Model (list examples of vehicles in this class)	Cost per Month	Number of Months	Annual Cost	QTY	Total Annual Cost
1	Mid-Size	Nissan Altima	\$575.00	X 12	\$6,900.00	X 5	\$34,500.00
		Chrysler 200					
		Chevy Malibu					
2	Full-Size	Ford Fusion	\$625.00	X 12	\$7,500.00	X 5	\$37,500.00
		Toyota Camry					
		Dodge Charger					
3	Luxury	Cadillac Sedan	\$820.00	X 12	\$9,840.00	X 1	\$9,840.00
		Lincoln Sedan					
		Infiniti G37					
4	Mini-van	Dodge Grand Caravan	\$640.00	X 12	\$7,680.00	X 1	\$7,680.00
		Chrysler Town & Country					
		Toyota Sienna					
5	Pick-up Truck	Dodge Ram	\$675.00	X 12	\$8,100.00	X 5	\$40,500.00
		Chevy Silverado					
		Ford F150					
6	Sport Utility Vehicle	Nissan Pathfinder	\$685.00	X 12	\$8,220.00	X 10	\$82,200.00
		Jeep Grand Cherokee					
		Ford Escape					
7	Cargo Van	Ford Econoline	\$550.00	X 12	\$6,600.00	X 3	\$19,800.00
		Chevy					
					<b>Grand Total</b>		<b>\$232,020.00</b>

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
Tel: 305-673-7490 Fax: 786-394-4002

**ADDENDUM NO. 1**  
**INVITATION TO BID NO. 2014-176-LR**  
**FOR RENTAL VEHICLES (the ITB)**  
**March 20, 2014**

This Addendum to the above-referenced ITB is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only.

**1. RESPONSES TO QUESTIONS RECEIVED:**

**Q#1:** Can the City provide Prospective Bidder with the current provider's rates?  
**A#1:** Yes, attached please find the rates for the current provider.

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov)

Contact: Lourdes Rodriguez	Telephone: 305-673-7000 ext. 6652	Email: <a href="mailto:LourdesRodriguez@miamibeachfl.gov">LourdesRodriguez@miamibeachfl.gov</a>
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

  
Alex Denis  
Procurement Director

RFP No. 2014-127-LR  
Addendum #2  
3/20/2014



# Rental/Lease of Vehicles for the City of Miami Beach

ITB No. 51-08-09

Company Name ENTERPRISE LEASING COMPANY

We propose the following listed rental/lease rates for the various classes listed below to the City of Miami Beach in accordance with the Bid Specifications for the Vehicle Rental/Lease Services for the City of Miami Beach.

We understand the quantities that are listed are subject to change without advanced notice. The rates proposed are as follows: (AN = As Needed Basis)

ITEM	Est. Qty	Vehicle Class	Description-Make and Model (list examples of vehicles in this class)	Cost per Month	X 12	Annual Cost	X QTY	Total Annual Cost
1	7	Mid-size	DODGE AVENGER CHEVY IMPALA FORD TAURUS	600 <sup>00</sup>	x 12	7,200 <sup>00</sup>	7	\$50,400 <sup>00</sup>
2	7	Full-size	DODGE CHARGER BUICK LACROSSE DODGE MAGNUM	640 <sup>00</sup>	x 12	7,680 <sup>00</sup>	7	\$53,760 <sup>00</sup>
2	1 AN	Full-size (Luxury)	LINCOLN TOWNCAR CADILLAC DTS INFINITY G37	820 <sup>00</sup>	x 12	9,840 <sup>00</sup>	1	\$9,840 <sup>00</sup>
4	1 AN	Passenger Van (7 pass)	DODGE GRAND CARAVAN CHRYSLER TOWNCOUNTRY TOYOTA SIENNA	640 <sup>00</sup>	x 12	7,680 <sup>00</sup>	1	\$7,680 <sup>00</sup>
5	1 AN	Passenger Van (15 pass)	CHEVY EXPRESS FORD ECONOLINE	650 <sup>00</sup>	x 12	7,800 <sup>00</sup>	1	\$7,800 <sup>00</sup>

6 1 Truck 1/2 T 

CHEVY SILVERADO
FORD F-150
DODGE RAM

 $640^{00} \times 12 \underline{7,680^{00}}$  1  $\$ \underline{7,680^{00}}$   
 A/N Full Size  
 Reg Bed

7 5 Truck - Crew 

CHEVY SILVERADO
FORD F-150
DODGE RAM

 $640^{00} \times 12 \underline{7,680^{00}}$  5  $\$ \underline{38,400^{00}}$  \* \*  
 Full Size  
 Short bed  
 "1" was a mistake

8 1 SUV 

CHEVY TRAVERSE
DODGE JOURNEY
CHEVY EQUINOX

 $640^{00} \times 12 \underline{7,680^{00}}$  1  $\$ \underline{7,680^{00}}$   
 A/N

9 8 SUV 

FORD EXPLORER
CHEVY TRAILBLAZER
JEEP GRAND CHEROKEE

 $650^{00} \times 12 \underline{7,800^{00}}$  8  $\$ \underline{62,400^{00}}$   
 Compact

10 1 SUV 

CHEVY TAHOE
FORD EXPEDITION
GMC YUKON

 $750^{00} \times 12 \underline{9,000^{00}}$  1  $\$ \underline{9,000^{00}}$   
 A/N Full Size

11 1 Cargo Van 

GM EXPRESS
FORD ECONOLINE

 $600^{00} \times 12 \underline{7,200^{00}}$  1  $\$ \underline{7,200^{00}}$   
 A/N Specify  
 1/2 or 3/4 Ton

Other Comments

IN ITEM #7, THERE IS A MISTAKE ("TYPO"), WHERE  
THE MULTIPLIER IS "1" INSTEAD OF "5" (THE ACTUAL  
AMOUNT OF PICK-UP TRUCKS NEEDED)

# INVITATION TO BID (ITB)

RENTAL OF VEHICLES

2014-176-LR

**BID ISSUANCE DATE: MARCH 5, 2014**

**BID DUE: MARCH 27, 2014 @ 3:00 PM**

**ISSUED BY: LOURDES RODRIGUEZ**



**MIAMIBEACH**

**LOURDES RODRIGUEZ, CPPB**

**PROCUREMENT COORDINATOR**

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x 6652 | Fax: 786.394.4075 | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)



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APPENDIX A	PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS
APPENDIX B	"NO BID" FORM
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APPENDIX D	SPECIAL CONDITIONS
APPENDIX E	COST PROPOSAL FORM
APPENDIX F	INSURANCE REQUIREMENTS

**SECTION 0200****INSTRUCTIONS TO BIDDERS****1. GENERAL.**

The City utilizes *PublicPurchase* ([www.publicpurchase.com](http://www.publicpurchase.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

**2. SOLICITATION TIMETABLE.** The tentative schedule for this solicitation is as follows:

ITB Issued	March 5, 2014
Pre-Bid Meeting	N/A
Deadline for Receipt of Questions	March 20, 2014
Responses Due	March 27, 2014
Tentative Commission Approval Authorizing Award	April 23, 2014

**3. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov) ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:  
Lourdes Rodriguez

Telephone:  
305.673.7000 x6652

Email:  
[lourdesrodriguez@miamibeachfl.gov](mailto:lourdesrodriguez@miamibeachfl.gov)



**4. PRE-BID MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach  
City Hall - 4<sup>th</sup> Floor  
City Manager's Large Conference Room  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

**5. PRE-BID INTERPRETATIONS.** Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

**6. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statername=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception of communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov).

**7. SPECIAL NOTICES.** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
  
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372



- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

**8. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE:** It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS.** The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

**10. PROTESTS.** Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

**11. MIAMI BEACH-BASED VENDORS PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3747, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

**12. VETERAN BUSINESS ENTERPRISES PREFERENCE.** Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written

request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

**13. CONTRACT PRICE.** Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

**14. METHOD OF AWARD.** Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

**15. MULTIPLE AWARD.** The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

**16. BINDING CONTRACT.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**17. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR.** It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**18. GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.



**19. ACCEPTANCE OR REJECTION OF BIDS.** The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the Bid by the Mayor and City Commission.

**20. ALTERNATE RESPONSES MAY BE CONSIDERED.** The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**21. AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**22. ANTI-DISCRIMINATION.** The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**23. ASSIGNMENT.** The Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**24. AUDIT RIGHTS AND RECORDS RETENTION.** The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

**25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

**26. BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

**27. CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without

cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

**28. CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

**29. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS.** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least ten (10) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM), 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk.

**30. COLLUSION.** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

**31. CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**32. CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 calendar days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 calendar days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**33. DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time

may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

**34. DELIVERY TIME.** Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

**35. DEMONSTRATION OF COMPETENCY.**

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

**36. DISPUTES.** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.

In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

**37. DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.



**38. EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.**

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

**39. ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**40. EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

**41. ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

**42. EXCEPTIONS TO BID.** Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) calendar days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

**43. FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

**44. FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all Bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**45. F.O.B. DESTINATION.** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

**46. GRATUITIES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

**47. INDEMNIFICATION.** The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

**48. INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

**49. LAWS, PERMITS AND REGULATIONS.** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

**50. LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

**51. LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work

complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

**52. MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

**53. MISTAKES.** Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

**54. MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

**55. NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

**56. OPTIONAL CONTRACT USAGE.** When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

**57. OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

**58. PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**59. PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

**60. PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**61. PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

**62. REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

**63. SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) calendar days after bid opening. All samples will be disposed of after thirty (30) calendar days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**64. SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

**65. SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

**66. SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

**67. TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

**68. TIE BIDS.** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's

discretion, which will make a recommendation for award to the City Commission.

**69. TERMINATION FOR DEFAULT.** If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

**70. TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

**71. UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.





**SECTION 0300            PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. SEALED BIDS.** One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidder's Name, and Bidder's Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

**2. BID PROPOSAL.** The Bid Proposal is to include the following:

- **TAB 1 - Bid Tender Form (Appendix A).** The Bid Tender Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.
- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix B).**

**2. LATE BIDS.** Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened. The City does not accept responsibility for any delays, natural or otherwise.

APPENDIX "A"



MIAMI BEACH

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Proposal Certification,  
Questionnaire &  
Requirements Affidavit

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ITB 2014-176-LR  
RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Solicitation No: 2014-176-LR	Solicitation Title: Rental of Vehicles	
Procurement Contact: Lourdes Rodriguez	Tel: 305.673.7000 X 6652	Email: LourdesRodriguez@MiamiBeachfl.gov

**PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT**

**Purpose:** The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

1. General Proposer Information.

FIRM NAME: <i>Enterprise Leasing Company of Florida, LLC</i>	
No of Years in Business: <i>57 years</i>	No of Years in Business Locally: <i>39 years</i>
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS): <i>600 Corporate Park Drive</i>	
CITY: <i>Saint Louis</i>	
STATE: <i>Missouri</i>	ZIP CODE: <i>63105</i>
TELEPHONE NO.: <i>(314) 512-5000</i>	
TOLL FREE NO.: <i>(800) 736-8222</i>	
FAX NO.:	
FIRM LOCAL ADDRESS: <i>11945 S.W. 140<sup>th</sup> Terr.</i>	
CITY: <i>Miami</i>	
STATE: <i>Florida</i>	ZIP CODE: <i>33186</i>
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: <i>Lester Guzman</i>	
ACCOUNT REP TELEPHONE NO.: <i>(954) 931-4574 / (305) 278-2921</i>	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: <i>Lester.guzman@ehi.com</i>	
FEDERAL TAX IDENTIFICATION NO.: <i>591664426</i>	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. Miami Beach Based (Local) Vendor. Is Proposer claiming Miami Beach based firm status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. Veteran Owned Business. Is Proposer claiming a veteran owned business status?  
 YES  NO

**SUBMITTAL REQUIREMENT:** Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

4. Financial Capacity. Proposers shall submit a Dun & Bradstreet Duns Number (D-U-N-S #). The City may request one or more D&B reports to assess proposer's financial capacity or may request other information (e.g., audited and other financial statements) after proposal submittal in order to assess financial capacity. If firm is not currently registered at D&B, contact D & B at 1-800-234-3867 to register your company.

**SUBMITTAL REQUIREMENT:** Proposer shall submit Dun & Bradstreet Report.

5. Litigation History. Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

**SUBMITTAL REQUIREMENT:** Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. Conflict Of Interest. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**SUBMITTAL REQUIREMENT:** Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7. References & Past Performance. Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

**SUBMITTAL REQUIREMENT:** For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

8. Suspension, Debarment or Contract Cancellation. Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?  
 YES  NO

**SUBMITTAL REQUIREMENT:** If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

9. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

**SUBMITTAL REQUIREMENT:** Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

10. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

**SUBMITTAL REQUIREMENT:** Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

11. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

12. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES       NO

- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

YES       NO

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	/	/	
Sick Leave	/	/	
Family Medical Leave	/	/	
Bereavement Leave	/	/	

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at [www.miamibeachfl.gov/procurement/](http://www.miamibeachfl.gov/procurement/).

13. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

## DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

**PROPOSER CERTIFICATION**

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <i>Lester Guzman</i>	Title of Proposer's Authorized Representative: <i>Area Sales Manager</i>
Signature of Proposer's Authorized Representative: <i>Lester Guzman</i>	Date: <i>3/17/2014</i>

State of FLORIDA )

County of *miami Dade*  
of *enterprise*, a corporation, and that the instrument was signed in behalf of

the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this *17* day of *march*, 20*14* personally appeared before me *Denise Irvine* who stated that (s)he is the *area sales mgr*

*[Signature]*  
Notary Public for the State of *Florida*  
My Commission Expires: \_\_\_\_\_



DENISE MARTIN IRVINE  
MY COMMISSION # EE 104837  
EXPIRES: August 9, 2016  
Bonded Thru Budget Notary Services



# APPENDIX B



# MIAMI BEACH

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## “No Bid” Form

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### ITB 2014-176-LR RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached Statement of No Bid. The Statement of No Bid provides the City with information on how to improve the solicitation process. Failure to submit a Statement of No Bid may result in not being notified of future solicitations by the City.

**Statement of No Bid**

**WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:**

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

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We do  do not  want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Company Name: \_\_\_\_\_

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Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

**PLEASE RETURN TO:**  
CITY OF MIAMI BEACH  
DEPT. OF PROCUREMENT MANAGEMENT  
ATTN: Lourdes Rodriguez  
BID #: 2014-176-LR  
1700 Convention Center Drive  
MIAMI BEACH, FL 33139

# APPENDIX C



# MIAMI BEACH

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## Minimum Requirements & Specifications

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ITB 2014-176-LR  
RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**C1. Minimum Requirements.** The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Bids will only be considered from firms that are regularly engaged in the business of providing goods and services as described in this Bid for a minimum of three (3) years.
2. Bidder must list at least one (1) governmental agency currently being serviced by the bidder and provide a contact name and phone number for verification.

**C2. Statement of Work Required.** The purpose of this ITB is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide approximately thirty-three (33) rental vehicles annually for the City of Miami Beach, in accordance with the prescribed specifications and requirements. Interested vendors are invited to submit bids in response to this ITB.

### **C3. Specifications**

#### **VEHICLE SPECIFICATIONS**

The vehicles shall be late models with low mileage, neat and clean in appearance, and in good operating condition, complete with air conditioning, automatic transmission, AM/FM radio, ABS brakes, power windows, power door locks and power steering. There will be no mileage charges, or rental charges of any nature except for refueling charges allowed on any rental. The selection of vehicles will be classified into groups for pricing purposes. From these groups, the City may choose the vehicle most suited for their line of work. The City is requesting rental rates for the different classes listed in Section 5.0 Bid Price Form.

#### **TYPE**

Vehicles shall be categorized as mid-size sedans, full size sedans, full size luxury sedan, mini-passenger van, pick-up trucks, sport utility vehicles and cargo vans. Bidders must submit bids to include each of the categories listed and specify the make/models/year to be supplied to the City. What you list will be required, as a minimum, to provide to the City.

Selected manufacturer's names, brand names and models are used in these specifications for the purpose of establishing a minimum requirement for level of quality, standards of performance and designed required for vehicles to be used and are in no way intended to prohibit the bidding of other manufacturer's vehicles of equal quality, unless otherwise indicated.

Mid-size sedans: Toyota Camry, Nissan Maxima, Buick Regal, Chrysler 200, Chevrolet Malibu

Full size sedans: Ford Crown Victoria, Buick LeSabre, Dodge Charger, Toyota Avalon, Chrysler 300, Buick La Crosse

Full size luxury: Cadillac, Lincoln

Mini-passenger vans: Dodge Grand Caravan, Chrysler Town & Country, Toyota Sienna, Nissan Quest

Pick-up trucks: Ford F150, Chevy Silverado, Toyota Tundra  
Sport utility vehicles: Buick Enclave, Chevrolet Blazer, Ford Explorer, Dodge Grand Caravan, Chevrolet Equinox  
Mini-cargo vans: Ford Econoline, Ford Aerostar, Chevrolet Astro

### **MILEAGE LIMITATIONS**

There will be no mileage charges added to this contract. Any vehicle approaching the maximum mileage limitation of 30,000 miles will be returned by the City and a replacement vehicle shall be issued by the Successful Bidder.

### **VEHICLE PICK-UP LOCATIONS**

Successful Bidder(s) shall make available multiple secure rental locations for vehicle pickup/exchanges within Miami-Dade and Broward Counties. One local site shall be Successful Bidder(s) largest supply base in Miami-Dade County, i.e. Miami International Airport (Intermodal Center), and in Broward County, i.e., Ft. Lauderdale International Airport, with no less than two locations per county. If a location(s) is/are closed or made unavailable for any unforeseen reason, Successful Bidder(s) is to notify the City immediately. The City and the Successful Bidder(s) may secure together another site to be made available for City use.

Bidder(s) are required to list and attach to your bid submittal all sites available for pick-up/drop off and exchanges.

### **VEHICLE USE AND CONFIDENTIALITY**

The vehicles rented under this contract are intended for undercover investigation, operation and surveillance. It is understood that a situation may occur outside the control of either the City of Miami Beach or the Successful Bidder which may require emergency use of the vehicle.

The Successful Bidder, knowing the nature of the use of these vehicles, shall be fully aware of the requirement for confidentiality, and shall not divulge under any circumstances the identity or rental information regarding the rental of said vehicle to anyone other than the Contract Administrator assigned by the City.

### **MAINTENANCE**

The Successful Bidder maintenance facility shall be located within the Miami-Dade or Broward County area. Facility shall be available for complete regular maintenance of rental vehicles, excluding purchase of gas. The Successful Bidder shall state the days of the week and business hours that such maintenance and/or replacement services are available and shall state the name, location and business hours of such locations other than the bidder's premises where such services are available.

Regular maintenance shall include, but is not limited to: engine tune-ups; tire checks, rotations and replacement where required; replace/fix flat tires, as needed; battery checks, charges and replacement as needed; oil changes and lubrications; and all service and/or repairs necessary for the continuous proper operation of the vehicles. The Successful Bidder shall stipulate in writing (at the beginning of the rental period) the time periods or mileage intervals the vehicles are due for preventive maintenance.

### **EXCHANGE**

When a vehicle is out of service due to mechanical breakdown, repairs, accident, preventive maintenance, or any other reason that is not due to any fault or negligence of the City, the Successful Bidder shall furnish a replacement vehicle of equal class within one (1) hour. When a replacement vehicle is not available within one (1) hour, an upgrade vehicle must be supplied at no additional charge to the City.

The Successful Bidder shall provide upon request, a replacement vehicle once a vehicle has been exposed of its undercover status. These vehicles are referred to as "burned" or "hot" and can no longer be utilized effectively. The Successful Bidder shall furnish a replacement vehicle within one (1) hour regardless of inventory or stock deficiencies.

A pro-rated daily rental charge (1/30 of the monthly charge) shall be deducted from the monthly payments for any vehicle out of service for which no adequate replacement is provided for each day, or portion thereof exceeding 8 hours, that no adequate replacement is provided. The City at its sole discretion will determine which vehicle is considered as an adequate replacement.

Should the City need to turn in a vehicle for any reason before the complete rental month, the Successful Bidder shall invoice on a pro-rated basis. The pro-rated basis will be determined by the monthly contract/bid rate.

### **EXAMPLE**

**Monthly contract/bid rate of \$600 = \$20 per day x 30 days.**

**Vehicle used for 15 days.**

**\$20 per day x 15 days = \$300 for the use of that vehicle.**

### **RENTAL REQUIREMENTS**

The Successful Bidder will furnish the City of Miami Beach a statement of procedures which should be followed by the user of the rental vehicle when they experience a mechanical or other problem with the rental vehicles.

The Successful Bidder shall avoid placing demands on the City of Miami Beach, which results in lost productive work time for the user of the vehicle.

The Successful Bidder must provide a minimum of 48 hours to the Contract Administrator or designee, when they require a rental vehicle to be exchange for another vehicle.

#### **DELIVERY**

A replacement vehicle shall be provided within the shortest time possible, not to exceed one (1) hour upon notification. When a replacement vehicle is not available within one (1) hour, an upgrade vehicle will be supplied at no additional cost to the City. Successful Bidder shall provide a required maintenance schedule for each vehicle within 24 hours upon delivery. The vehicle shall be completely serviced and ready for operation.

#### **MODIFICATION OF VEHICLES**

The City may, at its own expense have the windows of any rented vehicle tinted. No charge will be levied on the City for the removal of such tinting at any time. The City may at its own expense install any electronics equipment it may deem necessary, providing said installations shall cause no permanent damage to the vehicles(s), (i.e. holes in sheet metal or dashboard area of car).

#### **ACCEPTANCE**

The vehicles shall be maintained and delivered to the City in excellent condition. If a vehicle does not meet the conditions as set forth in the Technical Specifications, the vehicle shall be returned to the Successful Bidder in exchange for a suitable vehicle.

#### **ADVERTISING**

No emblem, logo, tag or other device or design promoting the contracting firm may be affixed in any manner to any vehicle furnished under this contract, except for emblems installed by manufacturer indentifying manufacturer and model.

#### **REFUELING**

The Successful Bidder(s) shall absorb refueling costs of a returned vehicle under two (2) gallons.

# APPENDIX D



# MIAMI BEACH

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## Special Conditions

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ITB 2014-176-LR  
RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



1. **TERM OF CONTRACT.** The Contract shall commence upon the date of notice of award and shall be effective for three (3) years.
2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.
3. **PRICES SHALL BE FIXED AND FIRM:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

**3.1 COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

4. **EXAMINATION OF FACILITIES. INTENTIONALLY OMMITTED.**
5. **PERFORMANCE BOND. INTENTIONALLY OMMITTED.**
6. **REQUIRED CERTIFICATIONS. INTENTIONALLY OMMITTED.**
7. **SHIPPING TERMS. INTENTIONALLY OMMITTED.**
8. **DELIVERY REQUIREMENTS.** Vehicles will be picked up by the designated City personnel at the successful Bidder(s) facility.
9. **WARRANTY REQUIREMENTS. INTENTIONALLY OMMITTED.**
10. **BACKGROUND CHECKS. INTENTIONALLY OMMITTED.**
11. **METHOD OF PAYMENT.** Invoices for payment will be submitted upon receipt and acceptance of goods and/or services ordered via a Purchase Order. No down or partial down payment will be made. Invoices will be subject to verification and approval of the Police Department.
12. **TOLLS AND MOVING VIOLATIONS:** Successful Bidder is not to pay any toll or red light violations. Successful Bidder is to provide notice of these toll or red light violations to the appropriate Contract Administrator for their follow-up. The City of Miami Beach will address these violations and provide a response to the Successful Bidder with proof of the action taken. If Successful Bidder chooses to pay the summons/citations, the City of Miami Beach will not reimburse the Successful Bidder for the expense incurred.

# APPENDIX E



# MIAMI BEACH

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## Cost Proposal Form

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ITB 2014-176-LR  
RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139

## APPENDIX A PROPOSAL TENDER FORM


**Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.**

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.

Item	Vehicle Class	Description-Make and Model (list examples of vehicles in this class)	Cost per Month	*Number of Months	Annual Cost	QTY	Total Annual Cost
1	Mid-Size	Nissan Altima Chrysler 200 Chevy Malibu	\$ 575. <sup>00</sup>	X 12	\$ 6,900. <sup>00</sup>	X 5	\$ 34,500. <sup>00</sup>
2	Full-Size	Ford Fusion Toyota Camry Dodge Charger	\$ 625. <sup>00</sup>	X 12	\$ 7,500. <sup>00</sup>	X 5	\$ 37,500. <sup>00</sup>
3	Luxury	Cadillac Sedan Lincoln Sedan Infiniti G37	\$ 820. <sup>00</sup>	X 12	\$ 9,840. <sup>00</sup>	X 1	\$ 9,840. <sup>00</sup>
4	Mini-van	Dodge G. Caravan Chrysler Town + Country Toyota Sienna	\$ 640. <sup>00</sup>	X 12	\$ 7,680. <sup>00</sup>	X 1	\$ 7,680. <sup>00</sup>
5	Pick-up Truck	Dodge Ram Chevy Silverado Ford F150	\$ 675. <sup>00</sup>	X 12	\$ 8,100. <sup>00</sup>	X 5	\$ 40,500. <sup>00</sup>

6	Sport Utility Vehicle	Nissan Pathfinder	\$685. <sup>00</sup>	X12	\$8,220. <sup>00</sup>	X10	\$82,200. <sup>00</sup>
		Jeep G. Cherokee					
		Ford Escape					
7	Cargo Van	Ford Econoline	\$550. <sup>00</sup>	X12	\$6,600. <sup>00</sup>	X3	\$19,800. <sup>00</sup>
		Chery					
Grand Total							\$232,020. <sup>00</sup>

\*There is no guarantee or minimum length of time for the rental of vehicles.

Bidder's Affirmation	
Company:	Enterprise Leasing Company of Florida, LLC
Authorized Representative:	Lester Guzman
Address:	11945 S.W. 140 <sup>th</sup> Terr. Miami, FL 33186
Telephone:	(954) 931-4574 / (305) 278-2921
Email:	Lester.Guzman@elha.com
Authorized Representative's Signature:	

# Rental/Lease of Vehicles for the City of Miami Beach

## ITB No. 51-08-09

Company Name ENTERPRISE LEASING COMPANY

We propose the following listed rental/lease rates for the various classes listed below to the City of Miami Beach in accordance with the Bid Specifications for the Vehicle Rental/Lease Services for the City of Miami Beach.

We understand the quantities that are listed are subject to change without advanced notice. The rates proposed are as follows: (AN = As Needed Basis)

ITEM	Est. Qty	Vehicle Class	Description-Make and Model (list examples of vehicles in this class)	Cost per Month	X 12	Annual Cost	X QTY	Total Annual Cost
1	7	Mid-size	DODGE AVENGER CHEVY IMPALA FORD TAURUS	600 <sup>00</sup>	x 12	7,200 <sup>00</sup>	7	\$50,400 <sup>00</sup>
2	7	Full-size	DODGE CHARGER BUICK LACROSSE DODGE MAGNUM	640 <sup>00</sup>	x 12	7,680 <sup>00</sup>	7	\$53,760 <sup>00</sup>
2	1 AN	Full-size (Luxury)	LINCOLN TOWNCAR CADILLAC DTS INFINITY G37	820 <sup>00</sup>	x 12	9,840 <sup>00</sup>	1	\$9,840 <sup>00</sup>
4	1 AN	Passenger Van (7 pass)	DODGE GRAND CARAVAN CHRYSLER TOWN & COUNTRY TOYOTA SIENNA	640 <sup>00</sup>	x 12	7,680 <sup>00</sup>	1	\$7,680 <sup>00</sup>
5	1 AN	Passenger Van (15 pass)	CHEVY EXPRESS FORD ECONOLINE	650 <sup>00</sup>	x 12	7,800 <sup>00</sup>	1	\$7,800 <sup>00</sup>

# APPENDIX F



MIAMI BEACH

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## Insurance Requirements

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ITB 2014-176-LR  
RENTAL OF VEHICLES

DEPARTMENT OF PROCUREMENT MANAGEMENT  
1700 Convention Center Drive  
Miami Beach, Florida 33139



# MIAMI BEACH

## INSURANCE REQUIREMENTS

THE CITY OF MIAMI BEACH SHALL ASSUME RESPONSIBILITY FOR THE AUTO LIABILITY AND PHYSICAL DAMAGE THROUGH ITS SELF INSURANCE PROGRAM SUBJECT TO THE LIMITS AND PROVISIONS OF FLORIDA STATE STATUTES 768.28. ANY CLAIMS FOR PHYSICAL DAMAGE TO THE RENTAL VEHICLES MUST BE SUBMITTED IN WRITING TO THE CITY OF MIAMI BEACH RISK MANAGER. CLAIMS OF DAMAGE FROM CONTRACTOR WILL BE CONSIDERED BY THE CITY'S RISK MANAGER ONLY IF DOCUMENTED AT THE TIME OF RETURN OF VEHICLE.