

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



DATE: March 21, 2017

RFP NO. 17-C-053

**REQUEST FOR PROPOSALS**

**ALL INTERESTED PARTIES:**

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

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

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

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

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

Roxanne Sookdeo  
Purchasing Agent II



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

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

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

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

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

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

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

**"WORKING TOGETHER TO REDUCE COSTS"**

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

### **A. Objective:**

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

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

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

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

Contractor shall:

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

## **II. SCOPE OF SERVICES**

### **Vehicle Usage**

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

### **Vehicles To Be Provided**

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

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

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

\*Maintenance of Vehicles

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

Modifications of Vehicles

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

Mileage Limits

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

Term

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

Rental Rates

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

\*Tolls

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

\*Roadside Service

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

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

## Vehicle Tags and Fees

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

## Participating Agencies -

See Attachment A.

### **III. PROPOSAL REQUIREMENTS**

#### **1. Scope of Services Proposed**

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

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

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

#### **2. Firm Qualifications**

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

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

#### **3. References**

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

#### **4. Price Proposal**

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

5. Proposal Copies

Submission of one (1) marked original, three (3) copies and one electronic copy (thumb drive or CD) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

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

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

#### **IV. EVALUATION OF PROPOSALS**

Evaluation Method and Criteria

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

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

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

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

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

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

## **V. SCHEDULE OF EVENTS**

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

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	3/21/17
2. Opening of Proposals	4/12/17
3. Proposal Evaluations	4/17/17-5/12/17
4. Contract Negotiations	5/15/17-5/26/17
5. Award of Contract	6/21/17

CITY reserves the right to delay scheduled dates.

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

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

## **VII. AWARD OF CONTRACT**

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

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

## **VIII. INSURANCE**

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

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

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

**1. DEFINED TERMS**

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

**2. SPECIAL CONDITIONS**

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

**3. EXAMINATION OF CONTRACT DOCUMENTS**

- 3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the services and any local conditions that may affect the services to be provided.

4. SPECIFICATIONS

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

5. INTERPRETATIONS AND ADDENDA

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

6. PRICES PROPOSED

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

7. NON-COLLUSIVE AFFIDAVIT

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

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on rentals of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. CONFLICT OF INTEREST

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

10. SUBMISSION OF PROPOSALS

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

- 10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR UNDERCOVER VEHICLE RENTAL SERVICES** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 10.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 10.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

## **11. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident,

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

## 12. REJECTION OF PROPOSALS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 12.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

## SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

## 13. QUALIFICATIONS OF OFFERORS

- 13.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 13.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.
- 13.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

## 14. ENVIRONMENTAL REGULATIONS

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

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

## 15. INSURANCE

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

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

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

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

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

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

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

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

- (1) Premises and Operations;
  - (2) Independent Contractors;
  - (3) Products and Completed Operations;
  - (4) Broad Form Property Damage;
  - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
  - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.
- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

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

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

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

16. INDEMNIFICATION

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

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

17. RISK OF LOSS

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

18. WARRANTIES

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

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

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

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

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

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

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

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

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

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

19. TAXES

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

20. TERMINATION FOR CAUSE AND DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF CITY

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

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

22. AUDIT RIGHTS

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

23. ASSIGNMENT

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

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

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

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

26. COST ADJUSTMENTS

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

# ATTACHMENT "A"

## RFP 17-C-053 UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

### ESTIMATED ANNUAL USAGE

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

**PROPOSAL FORM FOR UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E.  
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP  
REQUEST FOR PROPOSAL NO. 17-C-053**

**SUBMITTED TO: City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all vehicles, services, and supervision for the work described as follows:

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

6. Offeror will provide the vehicles as described in the RFP for the following price:

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE <i><b>WITHOUT</b></i> INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH.)
120	CLASS 1 (COMPACT VEHICLES)	\$	\$
336	CLASS II (MIDSIZE SEDANS, SMALL SUV'S)	\$	\$
948	CLASS III (FULL SIZE SEDANS, MIDSIZE SUV'S, MINIVANS, REG. SIZE PICKUPS)	\$	\$

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE <b>WITHOUT</b> INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH.)
288	CLASS IV (LARGE SEDANS, LARGE PICKUPS, LARGE SUV'S)	\$	\$
120	CLASS V (PREMIUM VEHICLES)	\$	\$

Miles allowed per vehicle per month: \_\_\_\_\_/miles

Excess mileage charge per vehicle (for miles over number allowed per month): \$\_\_\_\_\_/mile

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

8. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance

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

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. The correct legal name of Offeror is: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Social Security No. or Federal I.D. No.: \_\_\_\_\_

12. Communications concerning this Proposal shall be addressed to \_\_\_\_\_ at the following address:

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Submitted on \_\_\_\_\_, 201\_\_.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partnership

By:

\_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (Name),  
(Title) of \_\_\_\_\_ (Name of Company)  
who is personally known to me or who has produced  
as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or type as Commissioned)

### CERTIFIED RESOLUTION

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name) The duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(SEAL)

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

#### NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says  
that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 201\_\_\_\_, by \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)

## QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:           City of Coral Springs  
                                 (Purchasing Administrator)

ADDRESS:                9551 West Sample Road  
                                 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

1.     State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2.     If Proposer is a corporation, answer the following:

a.     Date of Incorporation: \_\_\_\_\_

b.     State of Incorporation: \_\_\_\_\_

c.     President's name: \_\_\_\_\_

d.     Vice President's name: \_\_\_\_\_

e.     Secretary's name: \_\_\_\_\_

f.     Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent:

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3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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a. Under what other former names has your organization operated?

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THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- \_\_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
  - \_\_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

## REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ (     ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_ YEARS  
ADDRESS OF NEAREST FACILITY: \_\_\_\_\_  
\_\_\_\_\_

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ (     ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE PRODUCTS SOLD: \_\_\_\_\_
  
2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ (     ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE PRODUCTS SOLD: \_\_\_\_\_
  
3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO: \_\_\_\_\_ (     ) \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE PRODUCTS SOLD: \_\_\_\_\_

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

**Enterprise Leasing Co. of Florida, LLC**  
**dba Enterprise Rent-A-Car**

5105 Johnson Road  
Coconut Creek, FL 33073  
Contract: Christopher Pennant  
Telephone: 305 278-2921  
Fax: 305 675-9239  
Email: [christopher.v.pennant@ehi.com](mailto:christopher.v.pennant@ehi.com)

**Vehicle Leasing Associates, LLC**

333 South Broad St.  
Meriden, CT 06450  
Contact: Clement A. Brancale  
Telephone: 203 440-4540  
Fax: 203 440-4533  
Email: [cbrancale@vlacars.com](mailto:cbrancale@vlacars.com)

**Acme Auto Leasing**

440 Washington Ave.  
North Haven, CT 06473  
Contact: Bob Crowe  
Telephone: 407 456-1561  
Fax: 203 234-6858  
Email: [bcrowe@acmeautoleasing.com](mailto:bcrowe@acmeautoleasing.com)

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**

THIS ADDENDUM TO AGREEMENT, dated this 19<sup>th</sup> day of July, 2017, by  
and between:

CITY OF CORAL SPRINGS, FLORIDA  
a municipal ENTERPRISE  
9551 W. Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

AND

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC  
a limited liability company  
5105 Johnson Road  
Coconut Creek, Florida 33073  
(hereinafter referred to as "ENTERPRISE")

July **WHEREAS**, CITY and ENTERPRISE entered into an Agreement on the 19<sup>th</sup> day of  
July, 2017 (hereinafter "Agreement"); and

**WHEREAS**, it is necessary to include additional provisions;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** **RECORDS AND AUDIT**

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

**IF ENTERPRISE HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO  
ENTERPRISE'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, [DTHOMAS@CORALSPRINGS.ORG](mailto:DTHOMAS@CORALSPRINGS.ORG), TELEPHONE NUMBER (954) 344-1067.**

ENTERPRISE understands, acknowledges and agrees that ENTERPRISE shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

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

#### REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify ENTERPRISE of the request, and ENTERPRISE must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If ENTERPRISE does not comply with CITY'S request for records, the CITY shall enforce the contract provisions in accordance with the contract.

(c) ENTERPRISE who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

#### CIVIL ACTION

(a) If a civil action is filed against ENTERPRISE to compel production of public records relating to CITY'S contract for services, the court shall assess an award against ENTERPRISE the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that ENTERPRISE unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that ENTERPRISE has not complied with the request, to CITY and to ENTERPRISE.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to ENTERPRISE at ENTERPRISE'S address listed on its contract with CITY or to ENTERPRISE'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) ENTERPRISE who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

### **Section 3.** INSURANCE

3.01 CITY shall maintain liability insurance with limits of at least \$1,000,000 combined single limit to cover bodily injury and death. Such insurance shall cover liability arising out of the negligence, acts or omissions of the CITY, its employees, agents or servants in connection with the storage, use or operation of any auto (including owned, hired, and non-owned) of ENTERPRISE (the "Vehicles") under the Agreement. To the extent provided for herein, CITY's program of insurance and self-insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs, bonds or cash deposits afforded to or insuring ENTERPRISE. CITY agrees to pay all claims, losses and associated expenses (including reasonable attorney fees) attributed to the negligence, acts or omissions of CITY, its employees, agents or servants.

CITY agrees to maintain a Risk Management Program of self-insurance in accordance with Florida Statutes 768.28, and agrees to self-insure and cover physical damage to all Vehicles provided under this Agreement for causes of loss attributable to comprehensive and collision damages caused by a third party tortfeasor, phantom vehicle, or as the result of the negligence, acts or omissions of CITY, its employees, agents or servants. In the event that CITY is not at fault, ENTERPRISE will exercise due diligence in its effort to subrogate the physical damages against the third party. Within forty-five (45) calendar days from the accident, Enterprise will provide CITY's Risk Management Division with a detailed report substantiating its diligence in pursuing the subrogation action. If after eighty-nine (89) calendar days ENTERPRISE is unsuccessful in such efforts to subrogate the physical damages claim and does not foresee the likely subrogation of such damages within a reasonable time thereafter, ENTERPRISE may invoice CITY and CITY shall pay ENTERPRISE for the cost of repairing the physical damage and assign rights of subrogation to the CITY. ENTERPRISE'S invoice to the CITY must include a copy of the proof of loss and a cover letter, a copy of the rental agreement, photos of vehicle's damage, repair estimate, and police report when available. This information should be submitted to the City of Coral Springs, Risk Management Division, Attn: Risk Manager, 9551 West Sample Road, Coral Springs, Florida 33065 by mail or by email to Tracy Szatkowski, Risk Manager, at [tszatkowski@coralsprings.org](mailto:tszatkowski@coralsprings.org). CITY shall only pay ENTERPRISE'S direct physical damage, including any applicable towing costs, to the damaged Vehicle and for the loss of use of the damaged vehicle. The cost to the CITY for the loss of use of the damaged vehicle shall be capped at four (4) days. In the event the loss of use of the damaged vehicle is for less than four (4) days, the CITY shall responsible for the lesser of the two costs. ENTERPRISE agrees that CITY shall not be responsible for any administrative fees and/or diminution in value damages as a result of physical damage to the vehicle, regardless who is at fault.

3.02 Notwithstanding anything to the contrary herein, Sections 3.02 through 3.10 do not apply to and do not cover the Vehicles, the CITY's or its employees, agents or servants use of the Vehicles or any damage, injury or death arising therefrom, as that is covered exclusively in Section 3.01. Sections 3.02 through 3.10 apply only to ENTERPRISE's business operations. ENTERPRISE shall secure and maintain, or self-insure for at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance, or self-insurance funds, which must include or cover the following coverages and minimum limits of liability ("Business Insurance"):

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act with respect to ENTERPRISE'S employees. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per

accident with respect to ENTERPRISE's employees. ENTERPRISE agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ENTERPRISE's employees in the performance of ENTERPRISE'S obligations in the Agreement (which shall not include any of the owned, non-owned and hired Vehicles used by the CITY or its employees, agents or servants pursuant to the Agreement which are specifically provided for in SECTION 3.01) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage arising out of the actions of ENTERPRISE and its employees, agents in servants under the Agreement (but excluding coverage for any damage, injury or death specifically provided for under Section 3.01). Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement.
- (f) Owner's or contractor's Protective Liability.

**3.02 UPON CONTRACT EXECUTION, ENTERPRISE SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE BUSINESS INSURANCE AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE BUSINESS INSURANCE.** All of the policies of Business Insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3.03 These Business Insurance requirements shall not relieve or limit the liability of ENTERPRISE. CITY does not in any way represent that the types and amounts of Business Insurance required hereunder are sufficient or adequate to protect ENTERPRISE'S interests or liabilities but are merely minimum

requirements established by CITY'S Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability, subject however to ENTERPRISE'S right to terminate the Agreement by providing written notice if ENTERPRISE chooses not to provide that insurance coverage.

3.04 ENTERPRISE may provide the required Business Insurance coverage under this Agreement pursuant to its self-insurance program.

3.05 ENTERPRISE shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and ENTERPRISE shall provide verification thereof to CITY upon request of CITY.

3.06 All required Business Insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required Business Insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described Business Insurance.

3.07 ENTERPRISE shall ensure that any company issuing Business Insurance to cover the requirements contained in Section 3.02 of this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of Business Insurance.

3.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of Business Insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

3.09 ENTERPRISE shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum Business Insurance herein described and the same has been approved.

3.10 Violation of the terms of Section 3.02-3.10 by ENTERPRISE shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of ENTERPRISE shall thereupon cease and terminate.

3.11 Nothing contained herein is intended, nor shall be construed, to serve as a waiver of sovereign immunity by CITY to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes, as amended from time to time.

**Section 4.**     **INDEMNIFICATION**

ENTERPRISE shall be liable to CITY for ENTERPRISE'S negligence or willful misconduct in the performance of its obligations under this Agreement, provided that any liability of ENTERPRISE hereunder to CITY shall be limited, in the aggregate, to the amount of any fees paid to ENTERPRISE pursuant to this Agreement or any disclosure dissemination agent agreement or continuing disclosure agreement entered into between ENTERPRISE and CITY in connection with services provided under this Agreement.

**Section 5.**     All invoices for payment for rental changes shall be sent to:

Robin Brunetto, Purchasing Assistant  
2801 Coral Springs Drive  
Coral Springs, Florida 33065  
Office: 954-346-1203  
Email: rbrunetto@coralsprings.org

**Section 6.**     **NOTICES**

6.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY:            Angelo Salomone, Purchasing Administrator  
City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065  
Phone: (954) 344-1102 Fax: (954) 344-1186  
Email: asalomone@coralsprings.org

ENTERPRISE:   Christopher Gaba  
Enterprise Leasing Company of Florida, LLC  
5105 Johnson Road  
Coconut Creek, Florida 33073  
Cell: (574) 514-3835 Fax: (954) 337-2977  
Email: christopher.gaba@ehi.com

Copy to:        Dana Sutton  
Enterprise Leasing Company of Florida, LLC  
5105 Johnson Road  
Coconut Creek, Florida 33073  
Phone: (954) 354-5108 Cell: (954) 909-8248  
Fax: (954) 337-2816  
Email: dana.r.sutton@ehi.com

6.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

**Section 7.**      **GOVERNING LAW; VENUE**

7.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**Section 8.**      In all other respects, the terms and conditions of the Agreement not specifically amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC hereto have executed this Addendum the day and year first above written.

**CITY OF CORAL SPRINGS, FLORIDA**

  
\_\_\_\_\_  
WALTER G. CAMPBELL, JR., Mayor

ATTEST:

  
\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office

ENTERPRISE LEASING COMPANY OF  
FLORIDA, LLC

Signature

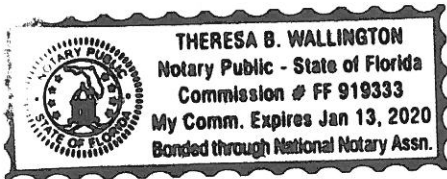
Print Name:

Title:

State of Florida  
County of Broward

On this, the 14<sup>th</sup> day of July, 2017, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jay Ryan (name) VP of Finance (title) of Enterprise Leasing LLC (corporation), a Delaware (state) corporation, on behalf of the corporation. Company of Florida, LLC

WITNESS my hand  
and official seal



Notary Public, State of Florida

Theresa B. Wallington  
Printed, typed or stamped name of Notary Public  
exactly as commissioned

Personally known to me, or  
Produced identification:

(type of identification produced)



# Preferred Rate Agreement

Company: City of Coral Springs ("Customer") Company: Enterprise Leasing Company of Florida, LLC ("Enterprise")  
Contact: Roxanne Sookdeo Contact: Christopher Gaba  
Address: 9551 West Sample Road, Coral Springs, FL 33065 Address: 5105 Johnson Road, Coconut Creek, FL 33073

**Contract No: Coral Springs 17-C-053**

## BASE RENTAL CHARGES

Vehicle Class	Monthly Rate
Class I- Compact Cars	\$560.00
Class II- Midsize Cars, Small SUV's	\$625.00
Class III- Full-size Car, Midsize SUV's, Pick Up Trucks	\$699.00
Class IV- Large Sedans, Minivans, Large SUVs	\$765.00
Class V- Premium Vehicles	\$1,025.00
<b>See Exhibit A for Makes and Model Examples</b>	

\*Base Rental Charges apply to Enterprise locations in the following county(s): Monroe/Miami-Dade/Broward/Palm Beach/ Martin.

**EXCLUSIONS:** Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

**DRIVER PROTECTION PRODUCTS:** Base Rental Charges **do not include** the Driver Protection Product(s) below: The City of Coral Springs is self-insured.

**MILEAGE CHARGES:** No vehicle will be driven over 3,000 miles (per30 days). Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.25 per mile charge for each mile over three thousand (3,000) miles.

## **ADDITIONAL TERMS AND CONDITIONS**

- Term.** The term of this Preferred Rate Agreement ("Agreement") begins September 1, 2017, and ends on August 31, 2019. This Agreement may be extended for two (2) additional two (2) year periods upon mutual agreement of the parties. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
- Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental

Contract relating to a rental for business use not timely paid by the Employee.

4. Rental Rates. In each successive 24 month period following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In each successive twenty four-month period, the Base Rental Charges are subject to increase in accordance with the preceding year's Consumer Price Index (CPI) for All Urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five percent (5%). In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.
5. Preferred Provider Status. Customer agrees to promote Enterprise internally as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. No advertising is required.
6. Miscellaneous. Except as otherwise required by law, Customer and Enterprise agree to maintain the confidentiality of the terms of this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. Maintenance. City of Coral Springs will maintain the vehicles, both as to mechanical repairs and routine maintenance. The routine maintenance includes but is not limited to oil changes and tire rotations (both to be completed simultaneously every 4,000 miles), fluid replacement and tire replacement. Enterprise will notify the City of Coral Springs when the routine maintenance is required and the facilities to use for such routine maintenance and mechanical repairs. Enterprise will pay for such routine maintenance performed in accordance with this paragraph at the facilities designated by Enterprise as well as mechanical repairs not caused by the City of Coral Springs's failure to maintain the vehicles in accordance with the required schedule. The mechanical repairs to be paid for by Enterprise will not include body repairs or any repairs as a result of an accident, unless said accident is due to the negligence, act or omissions of Enterprise, its employees and/or agents. The City of Coral Springs must provide appropriate documentation of consistent maintenance on the vehicles. When a Vehicle is out of operation for service, a replacement or loaner Vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the damaged vehicle is repaired (customer is still required to make rental payment on original vehicle).
8. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest. It is further understood that a situation may occur outside the control of either Customer or Enterprise, which may require emergency use of a vehicle in an unanticipated fashion. Additionally, in the event of an emergency use of a vehicle or the usage of the vehicle in an unanticipated fashion, it is understood that the customer assumes full responsibility for liability and physical damage to the vehicle(s).
9. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Any tinting applied must meet the requirements of the Florida Statutes for window tinting under sections 316.2951 through 316.2956. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle). Any such electronic equipment shall, at all times, remain the property of Customer and shall be removed from the vehicle by Customer prior to its return to Enterprise.
10. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and expect payment within Thirty (30) days, following receipt of said invoice by the Customer.
11. Signature on File. The parties acknowledge and agree that for vehicles renewed after thirty (30) calendar days a new rental contract is required for billing purposes. Enterprise shall contact the renter of the vehicle to get a mileage update and the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter for each applicable part of the Rental Agreement.
12. Offsets. The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any undisputed amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.
13. Assignment. Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.
14. Tolls and Roadside Service. The city shall pay for tolls as a pass-through cost. A maximum charge of \$19.75 per rental (rental defined as 30 days). Roadside Service shall be included in the rental. If a vehicle is disabled due to a mechanical problem or accident, a loaner vehicle shall be issued at no additional charge while the damaged vehicle is being repaired. The renter may be responsible for service fees for negligence-related service calls (lockout/jump start/tire change/fuel delivery/glass replacement/tire repair and replacement/towing/lost keys).

[Signature page follows]

**ENTERPRISE**

By JS

Name: Jason Nissan Jay Ryan

Title: Vice President of Rental

Date: 7/24/17

**CUSTOMER**

By Walter G. Campbell Jr.

Name: Walter G. Campbell Jr.

Title: Mayor

Date: July 19, 2017

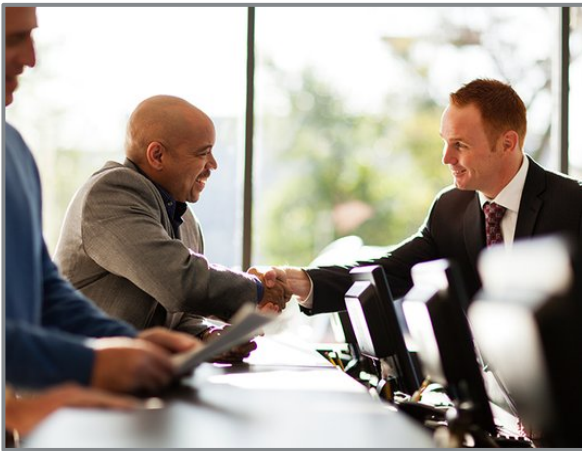
Approved as to Form.

[Signature]  
Assistant City Attorney



**Below is an overview of the vehicles available through Enterprise Rent-A-Car. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. \* Vehicles are subject to change bases on available purchase by Enterprise Rent-A-Car and by a model being discontinued or updated**

Class I	Class II	Class III	Class IV	Class V
Nissan Note	Chrysler 200	Ford Fusion	Chrysler 300	Chevy Tahoe 1TN2
Chevy Sonic	VW Jetta	Toyota Camry	Toyota Avalon	GMC Yukon 4ANS
Hyundai Accent	Kia Soul	Dodge Charger	Buick Lacrosse	Ford Expedition LMN2
Nissan Versa	Dodge Avenger	Hyundai Sonata	Nissan Maxima	Cadillac XTS
	Jeep Cherokee	Nissan Altima	Ford Explorer	Cadillac ATS
	Nissan Rogue	Dodge Ram	Dodge Durango	
	Jeep Compass	Ford F150	Chevy Traverse	
	Jeep Renegade	Nissan Frontier	Chrysler Pacifica	
	Ford Escape	Jeep Grand Cherokee	Dodge Grand Caravan	
	Toyota Rav4	Hyundai Santa Fe	GMC Acadia	
	Honda Civic	Dodge Journey		
	Chevy Cobalt	Chevy Silverado		
	Ford Focus	Chevy Colorado		
		Chevy Equinox		
		Ford Edge		
		Nissan Pathfinder		



City of Coral Springs  
RFP No. 17-C-053

April 12, 2017

**DUPLICATE**



Ms. Roxanne Sookdeo  
The City of Coral Springs  
9551 W. Sample Road  
Coral Springs, FL 33065

Enterprise Holdings  
Enterprise Rent-A-Car  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

Christopher Pennant  
Area Sales Manager  
11945 SW 140<sup>th</sup> Terrace  
Miami, FL 33186  
305-278-2921 Office  
305-675-9239 Fax  
christopher.v.pennant@ehi.com

### Statement of Confidentiality

The information contained in this proposal and any exhibits, attachments, certifications, questionnaires, surveys and/or other deliveries required in connection with this proposal, and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Holdings and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Holdings. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Holdings and would provide Enterprise Holdings with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Holdings and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Holdings, which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Holdings.

### Statement of Non-Binding Nature

This document and subsequent communications are proposals and considered non-binding by Enterprise Holdings and the recipient until a final agreement may be reached. The terms of any final agreement between Enterprise Holdings and recipient will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient.

### Trademark and Copyright Information

National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

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Dear Ms. Sookdeo,

On behalf of Enterprise Rent-A-Car, we are delighted to provide The City of Coral Springs (City) with this opportunity to propose car rental services in fulfillment of your Request for Proposal Number 17-C-053. We have outlined key programs and services that differentiate our company in the car rental industry. We believe that we can provide the S.E. Florida Governmental Purchasing Cooperative Group the program that you need for undercover vehicle rental services.

We recognize and support key objectives to supply high-quality, cost-effective car rental while ensuring we meet all of the specifications of your Statement of Work. As a team, we are excited by the opportunity to provide car rental services to the CITY. We are confident in our ability to deliver an industry-leading car rental program.

Please feel free to contact me with questions or proposed program changes at any point during this process. Thank you again for the opportunity to present this rental car solution powered by Enterprise Rent-A-Car.

**Christopher Pennant**

Christopher Pennant  
Area Sales Manager

305-278-2921  
christopher.v.pennant@ehi.com

**A. Objective:**

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

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

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

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

*Contractor shall:*

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

**Enterprise Rent-A-Car has read and understands the objectives and services required by the City in respect to RFP No. 17-C-053.**

Vehicle Usage

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

**Enterprise understands that vehicles may be used for statewide travel in addition to local travel.**

Vehicles to Be Provided

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

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

**We have provided in [Exhibit A – Fleet Guide](#) a list of the categories and vehicles that we can provide.**

**We have also included as [Exhibit B – Florida Locations](#), a list of Enterprise locations within South Florida. Upon the award of a contract, we can provide a listing of locations throughout the State.**

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

**Enterprise understands that vehicles might be rented for less than one month and will provide rates accordingly.**

\*Maintenance of Vehicles

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

**Enterprise holds strict standards for the quality and safety of our vehicles in every country in which we operate. Through our Preventative Maintenance (PM) program, vehicle mileage, registration status, and service history are monitored on a central computer system that flags vehicles for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. Our service program adjusts or replaces any component failing to conform to manufacturer specifications, including brakes, tires, tune-ups, and lubrication.**

**As part of our long-term rental program (Month-Or-More), maintenance is provided free of charge. Travelers are required to contact the rental location every 30 days to report the miles that have been driven. At that time, we will communicate any required maintenance to the traveler. The branch will advise the traveler where to take the vehicle for maintenance.**

Mileage Limits

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

**The monthly rental rate for each vehicle will include 3,000 miles per month.**

Modifications of Vehicles

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

**Enterprise Rent-A-Car understands and agrees to this provision. All costs incurred to add or remove equipment shall be the City's responsibility.**

Contract Term

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

**Enterprise understands and agrees with the proposed contract terms.**

Rental Rates

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

**Enterprise understands and agrees with the proposed rental rates adjustments.**

\*Tolls

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

**In Florida the toll system is video operated. In these areas, the TollPass program is available to local and one-way travelers for \$3.95 per day with a maximum charge of \$19.75 per rental. Renters will incur TollPass charges only on days that they use toll roads. In contrast, our competitors apply toll charge fees for the entire rental period, even on days when the traveler does not use toll roads.**

**There is nothing to reserve or rent; tolls are automatically charged only when incurred.**

\*Roadside Service

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

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

**Customers in need of emergency road service in the United States and Canada may call a dedicated 24-hour roadside assistance line. Instructions for contacting the roadside assistance line are included in the rental agreement provided at the counter.**

**Travelers using the Enterprise Rent-A-Car App also have the ability to press the Roadside button. This allows them to call 911 or be connected with our Roadside team for assistance with items such as flat tires or lockouts.**

**When a replacement vehicle exchange is necessary, the Roadside Assistance department will identify the closest location to the point of disablement. A tow provider will be dispatched to exchange vehicles with the traveler. All service for the disabled vehicle will be addressed by Enterprise.**

**Because each client's needs are distinct, it is very difficult to provide specific response times for service. For example, in a metropolitan area, tire changes, lock-out assistance, or jump starts generally take 45 to 90 minutes. Assistance in remote areas could require a longer response time. The traveler will receive an ETA when reporting their need for assistance.**

**With hundreds of locations throughout the State of Florida, we can call upon any location in our network to deliver a replacement vehicle should the need arise.**

**While there is no fee for roadside assistance, charges do apply for negligence-related service calls involving lost keys, running out of gas, dead batteries due to lights being left on, etc.**

**Without Damage Waiver or one of our additional roadside assistance plans, the renter is responsible for all costs including, but not limited to key replacements, lockout services, jump starts, fuel delivery, tire and glass replacement, and all related services.**

Service Fees	
Service	Fee
Lockout Service	\$66
Jump Start	\$56
Tire Change	\$56
Fuel Delivery	\$56
Winch/Extraction	Actual Cost
Glass Replacement	Actual Cost
Tire Repair/Replacement	Actual Cost
Towing	Actual Cost
Lost Keys	Actual Cost

Vehicle Tags and Fees

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

**Enterprise will be responsible for all tags and registrations fees for vehicles supplied under this contract.**

Participating Agencies

*See Attachment A.*

**1. Scope of Services Proposed**

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

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

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

**Enterprise Rent-A-Car has been in the South Florida car rental market for more than 30 years. In that time we have had the opportunity to service many federal and local agencies including may police and undercover programs throughout the State of Florida.**

**Currently we operate approximately 60,000 rental vehicles in South Florida. We operate more than 175 locations that are serviced by 2,000 employees in the State of Florida. With this level of flexibility, Enterprise is in a unique position to service this contract in its entirety with multiple levels of support, including:**

- **A wide variety of non-airport rental locations to choose from**
- **Unmatched award winning customer service**
- **The largest fleet in the car rental industry**
- **Superior account management**

**The Enterprise fleet is made up of more than 350 late model vehicles to support this contract. The average age of Enterprise's fleet is six months at our airport locations and eight months in the home-city markets. The average mileage across the entire U.S. fleet is approximately 16,300 miles. Coral Springs and its partners will have a wide selection of vehicles to choose from.**

**Enterprise also operates with a virtual fleet model, which means that vehicles are in place where you need them, when you need them.**

**Because Enterprise has a location within 15 minutes of 90 percent of the U.S. population, we can facilitate vehicle replacements regardless of location.**

## 2. Firm Qualifications

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

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



Enterprise Rent-A-Car is an internationally recognized brand owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of 1.9 million vehicles and a

network of more than 8,300 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than a third of all airport business in the United States and Canada.

### History

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

With more vehicles and locations than all of our major competitors, Enterprise Rent-A-Car is uniquely positioned to serve all of your organization's car rental needs both at the airport and locally.

### Dedication to Service

Enterprise Rent-A-Car is known for low rates, neighborhood convenience, and outstanding service. Founded in 1957, Enterprise has more than 7,300 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,600 Enterprise offices in the U.S., with a location within 15 miles of 90 percent of the U.S. population, and local customers are picked up at no extra cost.

### Customer Satisfaction

Customer service is the highest priority at Enterprise. Our brands consistently take the top spots for satisfaction among rental customers around the world.

In addition to numerous industry awards and third-party surveys, we use a variety of internal processes to measure our customers' satisfaction, including our Service Quality index (SQi), Quality Service Process, and Brand Integrity Assessments. All of this ensures we are exceeding expectations worldwide while continually improving and distinguishing our service from the competition.

Ranked No. 15 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. This conservative and disciplined long-term approach to managing our business has earned us by far the strongest balance sheet in our industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

### Undercover Expertise

Enterprise has extensive experience working with law enforcement, especially in meeting needs for undercover vehicles. Due to the sensitive nature and national security considerations, specific detail and reference to these programs must be protected. Details of these programs and contacts for references can be made available provided we obtain the proper approvals from each agency.

We have the ability to offer a number of solutions that will allow vehicles to be obtained with no tie to law enforcement agencies.

- **License and registration:** All vehicles will be registered to the Enterprise subsidiary in the market where the vehicle is obtained. Plates will be standard issue for rental vehicles in the state where the vehicle is obtained.
- **Delivery requirements:** Vehicles can be delivered to a neutral location or can be picked up from a convenient Enterprise location.
- **Renters:** We can work with a customer to identify options in the event driver identity needs to be protected/masked.
- **Contractor ID:** In many instances, a shell company is set up to look like a corporation in an industry that has regular long-term rental needs. A consulting firm, government contractor, or technology shell will be established as the name that appears on any paperwork. This shell can be entirely fictional and would not require any action to be taken on the part of the law enforcement agency. We currently have one current client that has formally created a fictional corporation including financials, a website, etc. which is used as the backdrop for their rental needs. If the City of Coral Springs wishes to do something similar, Enterprise will be as flexible as possible in hiding the true identity of these users.

Each entity attached to the Coral Springs contract will be assigned a Business Rental Sales Executive, an Area Manager who oversees operations, and a primary Branch Manager based at the location of the City or County offices. This team management structure will facilitate ongoing program management and will work collectively to ensure that issues and areas of opportunities that may arise are addressed immediately, with confidentiality and safety of the officers and employees in mind.

### Account Management

#### *Christopher Pennant, Area Sales Manager*

As an Area Sales Manager, Chris currently oversees all Government, Business Rental, Rideshare, CarShare, and College/University programs within Miami-Dade and Broward Counties. With more than 12 years of experience in his current position, Chris has a proven track record of successfully implementing, marketing, and developing major Fortune 500 and large corporate business rental programs.

In 1998 Chris began his career with Enterprise Holdings as a Management Trainee. Chris worked at rental locations in the Hampton Roads VA area before taking his career to the next level in the Business Rental Department. His responsibilities as a Branch Manager included but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more.

In 2004 Chris was promoted to his position as a Business Rental Sales Executive in Virginia where he exceeded expectations year to year. During his tenure in Virginia, Chris was instrumental in developing and growing various Federal, State and Local Government programs within the Virginia Market. Within that role, Chris was instrumental in creating operational, sales, and procedural infrastructure. In October 2015 Chris was promoted to Area Sales Manager for Dade and Broward Counties.

Chris graduated with a Bachelor of Science Degree in Music Education. He currently resides in Pembroke Pines, Florida with his wife and four children.

Chris' primary role will be the general management of the Coral Springs Program.

#### ***Derek Hart, Sales Executive***

As a sales executive, Derek handles and manages businesses within Martin, St Lucie, Okeechobee, Indian River and Palm Beach Counties that rent in the home-city markets and nationally. In his current role he is responsible for generating new business from home-city leads, referrals, and personal leads generated through local prospecting. Derek is responsible for negotiating rates and prices, and implementing all local contracts to maximize overall account growth. In preparation for a sales call, Derek prepares customized cost saving solutions based on the needs of the business' travelers.

Derek's career began in 2011 as a Management Trainee in Palm Beach County. Derek graduated from Northwood University in West Palm Beach with a Bachelor's Degree in Sports Marketing and Business Management. Along his journey he worked his way to the Branch Manager position for one of the largest non-airport locations in Southern Florida. His responsibilities included, but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more. After 4½ years in rental operations Derek was recently promoted to Business Rental Sales Executive.

Derek's initiative in this new role is implementing and managing the State of Florida contract with all municipalities, schools and state funded organizations. Derek also handles Spring Training Baseball accounts in the Palm Beach and St Lucie areas. Derek is focused on growing the home city business rental initiative, and with his many years in managing the rental side of the business, he has the knowledge and experience to do just that.

#### ***Reilly Longueville, Sales Executive***

As a Sales Executive, Reilly handles and manages businesses within North Dade and Broward County that have both local and nationwide rental needs. In his current role he is responsible for generating new business from home city leads, referrals, and personal leads generated through local prospecting. Reilly is responsible for negotiating rates and prices, and implementing all local contracts to maximize overall account growth. In preparation for sales calls, Reilly prepares customized cost saving solutions based on the needs of the business's travelers.

Reilly graduated from St. Cloud State University in Minnesota with a Bachelor's Degree in Travel and Tourism, and then moved down to Fort Lauderdale, FL quickly after. Reilly's career began in 2014 as a Management Trainee at the Ft. Lauderdale flagship Enterprise branch. His performance quickly separated him from his peers, as he was promoted just 9 months into the Management Trainee program to Business Rental as an Account Representative. As he was approaching the 2 year mark with Enterprise, he was promoted to his current position, Business Rental Sales Executive.

Besides managing and generating new business, Reilly has implemented the State of Florida Contract with all government agencies, municipalities, schools, and state funded organizations. Reilly also holds trainings for Management Trainees, Assistant Managers, and Branch Managers within his region to further polish their marketing & sales skills. Reilly's recent initiatives include managing professional sports organizations, police accounts, and flight based operations.

### ***Melissa Lopez, Area Rental Manager***

As an Area Rental Manager, Melissa oversees the day to day operations of the North Miami, Sunny Isles and Aventura local branches. This includes Enterprise locations as well as an Alamo Rent A Car and National Car Rental location on Sunny Isles. Melissa is responsible for driving the growth, customer service and profitability in these locations. Her ability to develop relationships with local accounts has done a great part in leading to her success.

Melissa began with the company more than six years ago in the Management Training Program and quickly became a top performer. She graduated from Nova Southeastern with a Bachelor's degree in Business Management as well as an MBA. After starting in the program, Melissa was promoted to an Assistant Manager within ten months and went on to being a Branch Manager within the next year. She managed four different locations throughout Broward County in preparation her next step as an Area Manager.

Melissa has a depth of experience in managing local Police Department accounts such as Aventura PD and Sunrise PD, while being a Branch Manager, and has overseen BSO, Plantation PD and North Miami PD as an Area Manager.

### ***Sarah Gallander- Area Rental Manager East Broward***

As an Area Rental Manager, Sarah Gallander oversees the overall branch operations of ten locations in Planation, Davie, Cooper City, and East Broward. She focuses on growing the business as well as maintaining relationships with current accounts. She also is responsible for the overall hiring, training and developing of her team.

Sarah currently oversees the Broward County Sheriff's Office, U.S. Marshalls, Plantation Police Department and the Miami Dolphins. She also manages the following dealership accounts: Holman BMW, Gunther Group and Massey Yardley.

Sarah began her career with Enterprise Rent-A-Car as a Management Trainee in 2006 in Ocala, FL. In this role, she learned how to grow and operate a business — by delivering excellent customer service, by creating key marketing strategies, and by managing the overall operation. In 2015, she was promoted to the largest home city location in our region in Vero Beach. She then was promoted to Palm Beach International Airport as the Tri-Brand Manager overseeing Enterprise and the National and Alamo brands. In 2016, she was promoted to Area Rental Managers of East Broward where she has been successful in driving the business forward and retaining accounts.

Sarah graduated with a Bachelor of Business Administration with a concentration in Accounting and a minor in Finance from FAU. She lives in Port St Lucie, FL with her two children.

**Jason Schwab, Area Rental Manager**

As an Area Rental Manager, Jason currently manages eight locations within the Sunrise, Weston, Davie, and Pembroke Pines Florida territory. With more than six years of experience in daily rental, Jason has a proven track record of successfully implementing, marketing, and developing relationships with all business segments inclusive of Dealerships and major corporate accounts.

In 2010, Jason began his career with Enterprise Holdings as a Management Trainee. Jason worked at several rental locations within the Fort Lauderdale and Lauderhill areas before taking his career to the next level. His responsibilities as a Branch Manager included but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more.

In July 2014, Jason was promoted to Branch Manager of the Enterprise Brand at the Fort Lauderdale Airport where he directly managed more than 40 employees and was responsible for the proper scheduling, career development, customer service and profitability performance numbers over the course of Fiscal year 2015. During his tenure in Fort Lauderdale, Jason was instrumental in the success on the Airport Region, he was a leader of a team that delivered the highest customer service score in the market's history as well as achieving the Region's (41FF) first President's Award. In August 2015, Jason was promoted to Area Rental Manager for West Broward County and since then has been a part of a team that has achieved more than 30 percent growth, opened two new facilities, and consistently performed above average in customer service.

Jason's primary role will be the general management daily rental operations within the West Broward territory and to continue to motivate his team to achieve high levels of performance in growth, profitability and customer service.

Jason graduated with a Bachelor of Science Degree in Business Marketing. He currently resides in Fort Lauderdale, Florida with his wife Heather.

**Geovanni Salgado, Area Rental Manager**

As an Area Rental Manager, Geovanni over sees the day to day operations of West Boca Raton, Coconut Creek, Coral Springs and Margate branches. These include stand-alone locations as well as locations inside dealerships. Geovanni is responsible for the growth of our market share, employee development and retention, profitability, and customer-service. Geovanni has been instrumental in the relationship building of many large accounts within the border of Palm Beach and Broward County that has resulted in much great success.

Geovanni began his career in Palm Beach Gardens, FL four years ago as a management trainee. He graduated from FAU with a Bachelor's degree in Urban and Regional Planning. Shortly after joining the Enterprise Team, he quickly became a top performer which led to multiple promotions throughout his tenure. He has managed three branch locations throughout Palm Beach and Broward County prior to taking his current role as an Area Rental Manager.

**3. References**

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

Reference 1	Reference 2	Reference 3
<b>City of Miami Beach Police Department AJ Prieto 305-467-7988</b>	<b>West Palm Beach Police Department Captain Amy Sinnott 561-822-1736</b>	<b>BSO Joe Achillare 954-650-9797</b>

**RFP 17-C-053  
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA  
GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ESTIMATED ANNUAL USAGE**

Municipality	Class I Compact Vehicles		Class II Midsize Sedans, Small SUVs		Class III Fullsize Sedans, Midsize SUVs, Minivans, Regular Pickups		Class IV Large Sedans, Large Pickups, Large SUVs		Class V Premium Vehicles	
	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12
Coral Springs, City of					12	144				
Boca Raton, City of					14	168				
Coconut Creek, City of					8	96				
Davie, Town of					5	60				
Ft. Lauderdale, City of							22	264	4	48
Hallandale Beach, City of			10	120						
Lauderhill, City of			2	24	4	48				
Margate, City of					8	96				
Miramar, City of			10	120						
North Miami Beach, City of			3	36	6	72	1	12		
Pembroke Pines, City of					5	60				
Plantation, City of					8	96				
Sunny Isles Beach, City of	1	12	1	12						
Sunrise, City of	9	108	2	24	9	108	1	12	6	72

**PROPOSAL FORM FOR UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA  
GOVERNMENTAL PURCHASING COOPERATIVE GROUP  
REQUEST FOR PROPOSAL NO. 17-C-053**

SUBMITTED TO: City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City to perform and furnish all work as specified or indicated in the Proposal and contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all vehicles, services, and supervision for the work described as follows:

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

6. Offeror will provide the vehicles as described in the RFP for the following price:

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE WITHOUT INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH)
120	Class I Compact Vehicles	\$521	\$62,520
336	Class II Midsize Sedans, Small SUVs	\$625	\$210,000
948	Class III Fullsize Sedans, Midsize SUVs, Minivans, Regular Size Pickups	\$746	\$707,208
288	Class IV Large Sedans, Large SUVs, Large Pickups	\$800	\$230,400
120	Class V Premium Vehicles	\$1,001	\$120,120
		\$3,693	\$1,330,248

Miles allowed per vehicle per month: 3,000 per month.  
Excess mileage charge per vehicle (for miles over monthly allowance): \$0.25 per mile.



7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

8. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance

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

10. The City reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the City deems in its best interests.

11. The correct legal name of Offeror is: Enterprise Leasing Company of Florida, LLC  
 Address: 5105 JOHNSON ROAD  
 City, State, Zip: COCONUT CREEK, FL 33073  
 Telephone Number: 305-898-6517 Fax No.: 305-675-9239  
 Social Security No., or Federal ID No.: 43-0724835

12. Communications concerning this Proposal shall be addressed to:

Christopher Pennant  
 Area Sales Manager  
 11945 SW 140<sup>th</sup> Terrace  
 Miami, FL 33186  
 305-278-2921 Office, 305-675-9239 Fax  
 christopher.v.pennant@ehi.com

Submitted on April 12, 2017.

**OFFEROR's CERTIFICATION****WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror has executed this Proposal Form this 12<sup>th</sup> day of April 2017.

**Enterprise Leasing Company of Florida, LLC**  
**dba Enterprise Rent-A-Car**

Printed Name of Corporation

**Delaware**

Printed State of Incorporation

Signature of President or other authorized officer

Jason Nissan

Printed Name of President or other authorized officer

**600 Corporate Park Drive**

Address of Corporation

**St. Louis, MO 63105**

City, State, Zip

**314-512-5000**

Business Phone Number

(CORPORATE SEAL)

ATTEST:

By: Secretary

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April 2017, by Jason Nissan (NAME)

Vice President (TITLE) of Enterprise Leasing Company of Florida, LLC

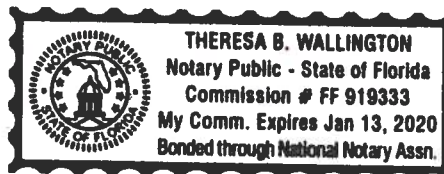
(Name of Company) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Witness my hand and official seal.

Notary Public

Theresa B. Wallington

Name of Notary Public, Print, Stamp, or type as commissioned.



## Certified Resolution

Certified Resolution

I, Meredith Perkins (Name), the duly elected Secretary of Enterprise Leasing Company of Florida, LLC (Corporate Title), a corporation organized and existing under the laws of the

State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with the laws and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Jason Nissan (Name)

the duly elected Vice President (Title of Officer) of Enterprise Leasing Company of Florida, LLC (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damages resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

Name	Title	Signature
<u>Alan Levine</u>	<u>President</u>	<u>[Signature]</u>
<u>Jay J. Ryan</u>	<u>Vice President of Finance</u>	<u>[Signature]</u>

Given under my hand and the Seal of the said corporation this 10th day of April, 2017.

(SEAL)

By:

[Signature]  
Secretary

Enterprise Leasing Company of Florida, LLC  
Corporate Title

**NON-COLLUSIVE AFFIDAVIT**

State of Florida )  
 ) ss.  
 County of Broward )

Jason Nissan being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of Rental  
Enterprise Leasing  
 (Owner, Partner, Officer, Representative or Agent) of Company of Florida, LLC the Bidder  
 that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all  
 pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
 employees or parties in interest, including this affiant, have in any way colluded, conspired,  
 connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a  
 collusive or sham Bid in connection with the Work for which the attached Bid has been submitted;  
 or to refrain from bidding in connection with such Work; or have in any manner, directly or  
 indirectly, sought by agreement or collusion, or communication, or conference with any Bidder,  
 firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any  
 overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure  
 through any collusion, conspiracy, connivance, or unlawful agreement any advantage against  
 (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
 collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of  
 its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
 In the presence of:

Lindsey Wedge Lindsey Wedge  
Derrek Hart Derrek Hart

By:

[Signature]  
Jason Nissan  
 Printed Name

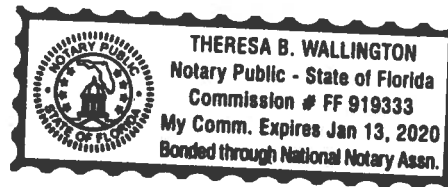
Vice President of Rental  
 Title

**ACKNOWLEDGEMENT**State of FloridaCounty of Broward

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April  
2017, by Jason Nissan of Enterprise Leasing Company of Florida, LLC  
who is personally known to me or who has produced \_\_\_\_\_  
as identification and who did (did not) take an oath.

Witness my hand and official seal.

  
Notary Public



Theresa B. Wallington  
Name of Notary Public: Print, Stamp,  
or type as commissioned.

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs  
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road  
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: Enterprise Leasing Company of Florida, LLCCorporationNAME: Christopher Pennant

Partnership

ADDRESS: 5105 JOHNSON ROAD

Individual

COCONUT CREEK, FL 33073

Other

TELEPHONE NO. 305-278-2921FAX NO. 305-675-9239E-MAIL ADDRESS: christopher.v.pennant@ehi.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Enterprise Leasing Company of Florida, LLC

The address of the principal place of business is: 5105 JOHNSON ROAD

COCONUT CREEK, FL 33073

2. If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: 2009
- b. State of Incorporation: Delaware
- c. President's Name: Pamela Nicholson, Manager
- d. Vice President's Name: Jason Nissan, Vice President of Rental
- e. Secretary's Name: Meredith Perkins, Secretary
- f. Treasurer's Name: Rick Short, President, Treasurer, and Assistant Secretary
- g. Name and address of Resident Agent: C T Corporation system  
1200 South Pine Island Road  
Plantation, FL 33324

## 3. If Proposer is an individual or partnership, answer the following:

a. Date of Organization: NA

b. Name, address and ownership units of all partners

NAc. State whether general or limited partnership: NA

## 4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

NA

## 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Please see **Exhibit C – Fictitious Name** for evidence of compliance.

## 6. How many years has your organization been in business under its present business name?

**Enterprise Leasing Company of Florida, LLC has been under the present business name since August 2009.**

a. Under what other former names has your organization operated?

Enterprise Leasing Company, a Florida Corporation

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.


  
Signature

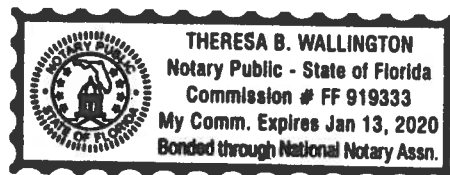
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April 2017, by Jason Nissan of Enterprise Leasing Company of Florida, LLC who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Witness my hand and official seal.

  
Notary Public



Theresa B. Wallington  
Name of Notary Public: Print, Stamp, or type as commissioned.

## Foreign (Non-Florida) Corporate Statement

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**DEPARTMENT OF STATE CORPORATE CHARTER NO. M0900003003

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business is required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ☐ (a) Maintaining, defending, or settling any proceeding
- ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ☐ (c) Maintaining bank accounts.
- ☐ (d) Maintaining officers or agencies for the transfer, exchange and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
- ☐ (e) Selling through independent contractors.
- ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside of this state before they become contracts.
- ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ☐ (i) Transacting business in interstate commerce.
- ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one of the course of repeated transactions of a like nature.
- ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ☐ (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has not application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation.

- (I) ☐ Partnership, Joint Venture, Estate, or Trust
- (II) ☐ Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Enterprise Leasing Company of Florida, LLC

Bidder's Correct Legal Name

Signature of Authorized Agent of Bidder

**REFERENCES**

In order to receive Bid Award consideration on the proposed bit, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (Company Name): Enterprise Leasing Company of Florida, LLC  
 Address: 5105 Johnson Road, Coconut Creek, FL 33073  
 Telephone No: 305-278-2921  
 Contact Person: Christopher Pennant Title: Area Sales Manager  
 Number of Years in Business: 59 Years  
 Address of Nearest Facility: 5105 Johnson Road, Coconut Creek, FL 33073

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. Company Name: City of Miami Beach Police Department  
 Address: 1700 Convention Center Drive, Miami Beach, FL 33139  
 Telephone No. 305-467-7988  
 Contact Person: AJ Prieto Title: Sargent  
 Date Products Sold: 2014 to Present
2. Company Name: West Palm Beach Police Department  
 Address: 600 Banyan Blvd, West Palm Beach, FL  
 Telephone No. 561-822-1736  
 Contact Person: Captain Amy Sinnott Title: Support Services  
 Date Products Sold: 2012 to Present
3. Company Name: BSO  
 Address: 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312  
 Telephone No. 954-650-9797  
 Contact Person: Joe Achillare Title: \_\_\_\_\_  
 Date Products Sold: 2009 to Present

## Exhibit A – Fleet Guide

Class and Vehicle Type		Representative Models
	<b>Class I</b>	Nissan Note Chevy Sonic Hyundai Accent Nissan Versa
	<b>Compact Vehicles</b>	
	<b>Class II</b>	Chrysler 200 VW Jetta Kia Soul Dodge Avenger Jeep Cherokee Nissan Rogue Jeep Compass Jeep Renegade
	<b>Midsize Sedans Small SUVs</b>	
	<b>Class III</b>	Ford Fusion Toyota Camry Dodge Charger Hyundai Sonata Nissan Altima Dodge Grand Caravan Chrysler Pacifica Jeep Grand Cherokee Hyundai Santa Fe Dodge Journey
	<b>Full Size Sedans Midsize SUVs Minivans Regular Pickups</b>	
	<b>Class IV</b>	Chrysler 300 Toyota Avalon Buick Lacrosse Nissan Maxima Nissan Pathfinder Ford 150 Dodge Ram Ford Explorer Dodge Durango Chevy Traverse
	<b>Large Sedans Large Pickups Large SUVs</b>	
	<b>Class V</b>	Chevy Tahoe GMC Yukon Ford Expedition Cadillac XTS Cadillac ATS
	<b>Premium Vehicles</b>	

## Exhibit B – South Florida Locations

	Location	Address	City, State, Zip
	Boca Raton West	19575-6 State Road 7	Boca Raton, FL 33498
	Boca Raton East	108 NW 3 <sup>rd</sup> Street	Boca Raton, FL 33432
	Boynton Beach East	1009 N Federal Highway	Boynton Beach, FL 33435
	Boynton Beach West	3481 W Woolbright Road	Boynton Beach, FL 33436
	Coral Gables South	4125 Ponce de Leon Blvd	Coral Gables, FL 33146
	Coral Gables Downtown	1105 Ponce de Leon Blvd	Coral Gables, FL 33134
	Coral Springs	4676 Coral Ridge Drive	Coral Springs, FL 33069
	Coral Springs North	5860 Wiles Road	Coral Springs, FL 33067
	Coral Springs South	2222 N University Drive	Coral Springs, FL 33071
	Davie	9052 State Road 84	Davie, FL 33324
	Rick Case Honda	15700 Rick Case Honda Way	Davie, FL 33331
	Cooper City	5145 South University Drive	Davie, FL 33328
	Delray Beach South	2805 S. Federal Highway	Delray Beach, FL 33483
	Delray Beach	5195-K Atlantic Blvd	Delray Beach, FL 33484
	Delray Beach North	959 SE 6 <sup>th</sup> Avenue	Delray Beach, FL 33483
	Doral North	9831 NW 58 <sup>th</sup> St	Doral, FL 33178
	Doral West	2118 NW 107 <sup>th</sup> Ave	Doral, FL 33172
	East Sunrise	1311 East Sunrise Blvd	Ft. Lauderdale, FL 33304
	Lauderdale Imports	1812 S Andrews Ave	Ft. Lauderdale, FL 33315
	St Rd 84/Andrews Ave	2601 S Federal Highway	Ft. Lauderdale, FL 33316
→	Ft. Lauderdale Int Arp	600 Terminal Dr, Suite 4	Ft. Lauderdale, FL 33315
	Fort Pierce	4915 S. US Highway 1	Fort Pierce, FL 34982
	North Fort Pierce	975 S US Highway 1	Fort Pierce, FL 34982
	Hallandale	25 Pembroke Road	Hallandale, FL 33009
	East Hialeah	940 E 49th Street	Hialeah, FL 33013
	Geico ARX Shop	5895 NW 167th Street	Hialeah, FL 33015
	Hialeah gardens	10200 NW 77th Ave	Hialeah Gardens, FL 33016
	Hollywood	2090 N State Road 7	Hollywood, FL 33021
	Homestead	29130 S Dixie Highway	Homestead, FL 33033
	Jupiter	280 Toney Penna Drive	Jupiter, FL 33458
→	Key West - Offsite	2516 N Roosevelt Blvd	Key West, FL 33040
	Lake park	500 Northlake Blvd	Lake Park, FL 33408
	Lantana	622 W Lantana Road	Lantana, FL 33462
	Lauderdale Lakes	2200 N St Road 7	Lauderdale Lakes, FL 33313
	West Sunrise	4917 N University Dr	Lauderhill, FL 33351
	Margate	2699 N State Road 7	Margate, FL 33063
	Miami	18990 NW 2 <sup>nd</sup> Ave	Miami, FL 33169
	Miami Downtown	400 SE 2 <sup>nd</sup> Avenue	Miami, FL 33131
	North Miami	1450 NE 123 <sup>rd</sup> Street	Miami, FL 33161
	Miami Dade South	16011 South Dixie Highway	Miami, FL 33157
	Miami West	8462 SW 8 <sup>th</sup> Street	Miami, FL 33144
	Doubletree	1717 N Bayshore	Miami, FL 33132
	Kendall South West	13511 SW 137 <sup>th</sup> Ave	Miami, FL 33186
	Allapattah	3100 NW 27 <sup>th</sup> Ave	Miami, FL 33142
	Sable Chase Kendall South East	12037 SW 117 <sup>th</sup> Ave	Miami, FL 33186

## Exhibit B – South Florida Locations

	Location	Address	City, State, Zip
	Bird Road	7275 SW 40 <sup>th</sup> Street	Miami, FL 33155
	Cutler Ridge	21111 S Dixie Highway	Miami, FL 33189
	Williamson Cadillac-Hummer	7815 SW 104 <sup>th</sup> Street	Miami, FL 33156
	NW 27 <sup>th</sup> Avenue	940 NW 27 <sup>th</sup> Avenue	Miami, FL 33125
	Progressive	1410 NW 78 <sup>th</sup> Avenue	Miami, FL 33126
	Dadeland	9800 S Dixie Highway	Miami, FL 33156
	Highline (US 1/Coral Gables)	3621 South Dixie Highway	Miami, FL 33131
→	Miami International Airport	3900 NW 25 <sup>th</sup> Street	Miami, FL 33142
	South Beach Exotic	1000 5 <sup>th</sup> Street, Suite 100	Miami Beach, FL 33139
	South Beach	1801 Bay Road	Miami Beach, FL 33139
	Fontainebleau Hotel	4441 Collins Ave	Miami Beach, FL 33140
	Miami Beach	6687 Collins Ave	Miami Beach, FL 33141
	Stadium Corners	19674 NW 27 <sup>th</sup> Ave	Miami Gardens, FL 33056
	Mercedes Benz of Miami	1200 NW 167 <sup>th</sup> St	Miami Gardens, FL 33169
	Miami Lakes	5690 NW 167 <sup>th</sup> St.	Miami Lakes, FL 33014
	Miramar	2150 S State Road 7	Miramar, FL, 33023
	North Lauderdale	981 S State Road 7	North Lauderdale, FL 33068
	Aventura	19002 West Dixie Highway	North Miami, FL 33180
	North Miami Beach	15401 W. Dixie Highway	North Miami, FL 33162
	North Palm Beach	11175 US Highway 1	North Palm Beach, FL 33408
	BMW of Pembroke Pines	14800 Sheridan Street	Pembroke Pines, FL 33030
	Maroone Dodge – Pembroke Pines	13601 Pines Blvd	Pembroke Pines, FL 33027
	Pembroke Pines	12399 Pembroke Road	Pembroke Pines, FL 33025
	Silver Lakes	17503 B Pines Blvd	Pembroke Pines, FL 33029
	Pembroke Pines	8395 Pines Blvd	Pembroke Pines, FL 33024
	Maroone Auto Plaza	8600 Pines Blvd	Pembroke Pines, FL 33024
	Perrine	17720 S Dixie Highway	Perrine, FL 33157
	Plantation	999 South State Road 7	Plantation, FL 33317
	Gunther Motors	1880 S. State Road 7	Plantation, FL 33317
	Pompano Beach North	2831 N Federal Highway	Pompano Beach, FL 33064
	Pompano Beach West	2400 N Powerline Road	Pompano Beach, FL 33069
	Land Rover	400 W. Copans Road	Pompano Beach, FL 33064
	West Port St. Lucie	1290 SW Bayshore Blvd	Port Saint Lucie, FL 34983
	Riviera Beach	3621 Blue Heron Blvd W	Riviera Beach, FL 33404
	Downtown Stuart	1991 S US Highway 1	Stuart, FL 34994
	South Stuart	6197 SE Federal Highway	Stuart, FL 34994
	Sunny Isles	16850 Collins Ave Suite 113E	Sunny Isles Beach, FL 33160
	Sawgrass Ford	14501 W Sunrise Blvd	Sunrise, FL 33323
→	Palm Beach Airport	1805 Belvedere Road	West palm Beach, 33406
	Wilton Manors	201 W Oakland Park Blvd	Wilton Manors, FL 33311

→ **Airport locations are subject to city, state, and municipal taxes, fees, assessments and surcharges that are not exempt by any negotiated contract. At the time of reservation, Enterprise will quote all fees up front in addition to the rental rate.**

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



## Fictitious Name FEI/EIN Number List

Fictitious Name	Address	City	State	County	Status
<a href="#">ENTERPRISE FLEET MANAGEMENT</a>	ATTN: MARK LITOW	COCONUT CREEK	FL	BROWARD	E
<a href="#">ENTERPRISE RENT-A-TRUCK</a>	5105 JOHNSON ROAD	COCONUT CREEK	FL	MULTIPLE	A
<a href="#">ENTERPRISE RENT-A-TRUCK</a>	5105 JOHNSON ROAD	COCONUT CREEK	FL	MULTIPLE	A
<a href="#">ENTERPRISE COMMERCIAL TRUCKS</a>	600 CORPORATE PARK DR.	ST. LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE COMMERCIAL TRUCKS</a>	600 CORPORATE PARK DR.	ST. LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE FLEET MANAGEMENT</a>	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	E
<a href="#">ALAMO RENT-A-CAR</a>	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
<a href="#">NATIONAL CAR RENTAL</a>	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE HOLDINGS</a>	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
<a href="#">EXOTIC CAR COLLECTION BY ENTERPRISE</a>	1905 BOY SCOUT DR	FT MEYERS	FL	COLLIER	A
<a href="#">ENTERPRISE CARSHARE</a>	600 CORPORATE PARK DRIVE	ST LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE TRUCK RENTAL</a>	600 CORPORATE PARK DRIVE	SAINT LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE RENT-A-CAR</a>	4303 ATLANTIC BLVD	JACKSONVILLE	FL	DUVAL	E
<a href="#">ENTERPRISE FLEET SERVICES</a>	6800 NORTH DALE MABRY HIGHWAY	TAMPA	FL	HILLSBOROUGH	E
<a href="#">ENTERPRISE CAR SALES</a>	110345 ATLANTIC BLVD	JACKSONVILLE	FL	MULTIPLE	A
<a href="#">ENTERPRISE CAR SALES</a>	110345 ATLANTIC BLVD	JACKSONVILLE	FL	MULTIPLE	A
<a href="#">ENTERPRISE RENT-A-CAR</a>	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE RENT-A-CAR</a>	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A
<a href="#">ENTERPRISE RENT-A-CAR</a>	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A

Florida Department of State, Division of Corporations

FLORIDA DEPARTMENT of STATE

DIVISION OF CORPORATION


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[Filing History](#)

## Fictitious Name Detail

### Fictitious Name

ENTERPRISE RENT-A-CAR

### Filing Information

Registration Number G97135000050

Status ACTIVE

Filed Date 05/15/1997

Expiration Date 12/31/2017

Current Owners 1

County MULTIPLE

Total Pages 5

Events Filed 4

FEI/EIN Number 59-1664426

### Mailing Address

C/O MARK I. LITOW  
600 CORPORATE DRIVE  
ST. LOUIS, MO 63105

### Owner Information

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC  
5105 JOHNSON ROAD  
COCONUT CREEK, FL 33073  
FEI/EIN Number: 59-1664426  
Document Number: M09000003003

### Document Images

[05/15/1997 – REGISTRATION](#)

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[06/05/2012 – Fictitious Name Renewal Filing](#)

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[08/06/2009 – CHANGE NAME/ADDRESS](#)

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[05/03/2007 – RENEWAL](#)

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[01/24/2003 – RENEWAL](#)

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Florida Department of Highway Safety and Motor Vehicles  
Division of Motorist Service  
Bureau of Motorist Compliance

## Certificate of Self-Insurance

THIS IS TO CERTIFY:

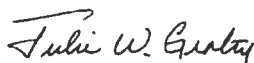
Ean Holdings

has furnished satisfactory evidence, pursuant to Chapter 324.171, Florida Statutes, of possessing a net unencumbered capital of at least forty thousand dollars and will respond to the requirements of the Florida Financial Responsibility Law. This certificate provides limits of liability insurance, \$10,000/\$20,000/\$10,000, Chapter 324.021(7) and personal injury protection coverage, Chapter 627.733(3)(b), Florida Statutes, covering 142100 motor vehicles of this corporation and its subsidiaries as listed on the back of this page.

This certificate is valid from 7/1/2015 through 6/30/2016 and may, upon notice, be cancelled by the Department.

Certificate Number

**4620**



JULIE W. GENTRY, Chief Bureau of Motorist Compliance  
Department of Highway Safety and Motor Vehicles

HSMV 74754 (9/2014)

PKControlNumber	SubsidiaryDescription	Status
376	Alamo Financing, L.P.	Active
376	EAN Trust	Active
376	Enterprise Leasing Company - South Central, Inc.	Active
376	Enterprise Leasing Company (A Florida Corporation)	Active
376	Enterprise Leasing Company of Orlando	Active
376	Enterprise Rent-A-Car Company	Active