

<b>Budget</b>	7944 Pines Blvd (PB2) Pembroke Pines, FL 33024 Tel: 954-966-5756 Fax: 954-966-5894 www.budget.com
<b>Car and Van Rental</b>	

**Introduction Letter  
"Rental Vehicles" RFP # PD-08-08**

February 3, 2009

To Whom It May Concern;

As a long time Pines resident (17 years), an active volunteer in our community, and franchise business owner located in the City of Pembroke Pines, I would like to take a moment to introduce Budget Rent a Car. We are a nationally recognized brand with over 500,000 vehicles worldwide. We currently have two office located within the boundaries of Pembroke Pines. We are truly your neighborhood car and van rental company. Our two Pembroke Pines locations are constantly and consistently supplied with inventory by our Fort Lauderdale Airport Office and our Fleet Distribution Center located on Ravenswood Road just west of the Fort Lauderdale **International** airport. Budget's current inventory in Broward County is around 6,000 units of varying makes, models and colors.

I have an established ability in the management of county, municipal and law enforcement contracts and have worked with these same contracts for almost 18 years. My personal guarantee, backed by the national brand I represent will prove to your detectives and **administrators** that we are the right choice to service your rental vehicle needs. Our pricing, inventory and service will not let you down. Our current pricing structure is very competitive and our inventory is proven to be one of the most modern in the industry.

**We wish to be the company of choice for the City of Pembroke Pines.**



Scott Kupferman  
Agency Operator, Budget Car and Truck Rental, Pembroke Pines, Florida

**Budget**

**Scott Kupferman**

**Second Chance Holdings, Inc**  
Agency Operator  
7944 Pines Blvd (Hooters Plaza)  
Pembroke Pines, Florida 33024  
Tel:(954) 966-5756  
Fax:(954) 966-5894  
sm.kupferman@gmail.com

**Specifications  
Rental Vehicles  
PD# 08-08**

**GENERAL SPECIFICATIONS**

The City of Pembroke Pines is seeking proposals for the rental of automobiles and light trucks, with full maintenance and repairs for the Police Department.

The City is exempt from taxes imposed by State **and/or** Federal **Government**.

The City requires a very high degree of flexibility, both in fleet size and in rotating that fleet constantly, including full maintenance and repairs. Loaners are to be available while vehicles are being repaired.

If the proposer requires the City to execute a rental agreement, a copy must be submitted with the proposal document for approval by the City Attorney prior to award; otherwise the City Attorney will draft the necessary documentation.

The proposer must be able to provide a **full** selection of cars, wagons, vans and light trucks. Vehicles to be identified as falling into categories of compact, mid-size, Ill-size and luxury classifications, with pricing of those categories. It is desired that the proposer provide for exchange of vehicles within the pricing groups at any time upon several hours notice. **If** at any time a vehicle is disabled due to mechanical or accidental reason, a replacement or exchange vehicle must be issued immediately. A wide variety of vehicles are to be made available both as to make and model, and all **makes** and models are to be provided in a wide variety of colors, at no additional cost to the City.

**MAINTENANCE**

The proposer must maintain the vehicles provided under this program, for mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the **maintenance/service** records of all vehicles rented under this agreement must be made available to the City at any time. To facilitate quicker **service** the location for maintenance must be located reasonably close to the City of Pembroke Pines.

The proposer shall provide notification pursuant to vehicle maintenance **schedules**. When a program vehicle is down for any type of **required** service, a replacement or **loaner** vehicle is to be provided immediately. In the event of an accident, a loaner or exchange vehicle must be provided during the period in which required repair or replacement is being completed. No additional cost to the City shall be incurred for loaner or exchange vehicles during these periods.

For any vehicle becoming disabled and requiring towing service, the proposer shall make the arrangements **for** towing, and all charges **for** the **service** shall be the responsibility of the

proposer. Towing service charge due to accidents shall be the responsibility of the one responsible for said accident. City, at its discretion, may arrange for the required towing service.

## **INSURANCE**

The City of Pembroke Pines will insure all vehicles provided under this agreement for all causes. The City of Pembroke Pines will pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits or causes of action in the name of the proposer where applicable. The City of Pembroke Pines shall be responsible for any and all physical damage to a vehicle under this agreement **regardless** of fault and subrogation rights if **any** will be assigned.

As an option, we **are** also requesting pricing under each group to include "rental car protection" insurance, with and without third party damages.

## **MILEAGE LIMITATION**

No mileage charges should be anticipated by this proposal. Vehicles reaching a reasonable annual equivalent mileage (**i.e.**, 18,000 miles) or any vehicle approaching said mileage limitation will be returned, and a replacement vehicle is to be immediately issued.

Driving out of state for investigations or training may be occasionally required.

## **VEHICLE USE**

It is understood and agreed that vehicles rented under this agreement are intended for undercover investigation and surveillance. Vehicles rented under this agreement are not intended for use as traffic control and enforcement vehicles 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 the City of Pembroke Pines or the proposer which **may** require emergency use of a vehicle in a non-anticipated use.

## **CONFIDENTIALITY**

Given the nature of the use of these vehicles, the proposer will be required to **insure** total confidentiality pursuant to the user of said vehicles.

## **MODIFICATION OF VEHICLES**

The City of Pembroke Pines may, at its own expense, apply tinting to the windows of any rented vehicle. The City may also, at its own expense, install any electronic equipment it **may** deem necessary, providing said installation shall cause no permanent damage to vehicles (**i.e.** holes in sheet **metal**).

## QUANTITIES

The City of Pembroke Pines reserves the right to increase or decrease the quantity of vehicles during the term of the agreement. Currently the City of Pembroke Pines is using five vehicles. Even though no quantities are stated under several groups, a **firm** monthly rental price is requested, **as** there might be a need for vehicles under those groups by the City of Pembroke Pines in the future.

## CONTRACT

Initial Contract will be for a two year period, ~~with~~ option to renew for additional two year terms upon mutual consent of both parties. This agreement may be **terminated** by either Party with or without cause upon thirty calendar day's written notice. **All** prices shall remain **firm** for the initial two year period. Vendor may request a price increase for any subsequent renewal period by submitting a **fully** documented request at least ninety (90) days prior to expiration of the agreement. Request for increase shall be based upon the latest All Urban Consumers Price **Index** (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year.

Upward or downward price adjustments may be approved, providing the adjustments are based on a national recognized or published index **and** negotiations with the City Manager.

If, upon expiration, Contract is not renewed, Proposer shall continue all obligations of contract until a new contract is in effect.

## BILLING AND PAYMENT

The contractor will invoice the City on a monthly basis. Invoices shall be clearly marked indicating the time **frame and** group for each of the **vehicle(s)** rented. Each invoice submitted to the City shall be departmentalized. Grouping of various departments on the same invoice will not be accepted, as this will delay the payment process. Payment will be made to the vendor within thirty (30) days following receipt of correct invoices by the City.

When vehicles are returned, an inspection shall be done at this time and notification given for any damages that may be billed. The City, at its discretion, may arrange for any necessary repairs.

## VEHICLE GROUPS

The following are samples of types and models of vehicles and their respective grouping, which the City feels should be addressed in this proposal.

**GROUP I:** Ford Focus, Toyota **Camry**, Pontiac Grand Am, **Nissan Altima**, Chevrolet **Malibu**, Chevrolet Cavalier, Toyota Corolla, Nissan **Sentra**, Ford Escort, Hyundai **Elentra**, **Hyundai** Sonata, Ford Contour, or similar types and models – please list.

GROUP II: Nissan Maxima, Pontiac **Grand Prix**, Pontiac **Bonneville**, Buick Century, **Oldsmobile** Intrigue, Chevrolet Monte **Carlo**, Mercury Cougar, Buick Regal, Ford Taurus, Chevrolet Impala, Ford Crown Victoria, Mercury Marquis, **Buick Riveria**, Toyota Avalon, Toyota **Solara**, Buick Park Avenue, Ford Mustang Convertible, Ford **Mustang** Hard Top, Chevrolet Cavalier Convertible, Pontiac **Sunfire** Convertible, Chevrolet **Camaro**, Pontiac Firebird, Ford Explorer, Nissan Pathfinder, **Isuzu** Rodeo, Chevrolet Blazer, Dodge 1500 Pick Up, Chevrolet 1500 **Pick Up**, Ford F150 Pick up, Ford Ranger, Chevrolet Venture Mini-Van, Pontiac Montana, Nissan Quest, Ford Windstar, Chevrolet Colorado, or similar types or models – please list.

GROUP III: Chevrolet Suburban, Chevrolet **Tahoe**, Ford Expedition, Cadillac Sedan **DeVille**, Cadillac Seville, **Lincoln** Town Car, or similar types and models – please list.

**FIRM RENTAL CHARGE:**

**CROUP I:**

Firm rental price per month, per vehicle without insurance: \$ \$685.00

With insurance without third party coverage: \$ \$820.00

With insurance with third party coverage: \$ \$840.00

Models to be furnished by Proposer, As per the Group I listings in the RFP specifications, plus Pontiac G5, Pontiac G6. Pontiac Vibe. Ford Fusion Dodge Avenger, Dodge Caliber, Dodge Nitro Toyota RAV4 Ford Escape or similar type vehicles.

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**GROUP II:**

Firm rental price per month, per vehicle without insurance: \$ \$715.00

With insurance without third party coverage: \$ \$895.00

With insurance with third party coverage: \$           \$910.00          

Models to be furnished by Proposer,  
AS per the Group II listings in the RFP specifications, plus  
Toyota Tundra Pick-Up: Buick Enclave, Chevy Trailblazer,  
Dodge Durango, Ford Edge, Jeep Commander, Jeep Cherokee,  
Mitsubishi Eclipse, Pontiac Solstice, Toyota Highlander or Similar.

**GROUP III:**

Finn rental price per month, per vehicle without insurance: \$           \$875.00          

With insurance without third party coverage: \$           \$1025.00          

With insurance with third party coverage: \$           \$1045.00          

Models to be **furnished** by proposer:  
As per the Group III listings in the RFP specifications, plus  
Hummer H3, All Cadillac cars, All Lincoln cars, or similar.

PROPOSER TO STATE location of service facilities to maintain vehicles as specified herein during **any** resulting agreement period.

Budget Rent A Car

7944 Pines Blvd, Pembroke Pines, FL 33023

**Are all loaners available at this location?**                    XX    **YES**                                  **No**

PD-08-08 Rental Vehicles specs                    **Name:** Budget Rent A Car

**CURRENT INVENTORY** of vehicles available to be used in rotation and where located for viewing purposes if necessary in evaluating proposals received.

~~Budget Rent A Car - 600 Terminal Dr Fort Lauderdale~~  
~~Budget Rent A Car - 7944 Pines Blvd, Pembroke Pines~~

**HOLD HARMLESS AND INDEMNITY CLAUSE:**

Budget Rent A Car

(COMPANY NAME)

, the contractor shall indemnify, defend and hold harmless the City of Pembroke Pines, its elected and appointed **officials**, employees and agents for **any** and all suites, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in **any** manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or **anyone** acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Budget Rent A Car

(COMPANY NAME)

further certifies that it will meet all **insurance** requirements of the City of Pembroke Pines and agrees to produce valid, timely certificates of coverage.

**NOTE:** Please be sure to fill in your company name on the bottom of each submittal page.

**PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE PROPOSAL TO THE CITY CLERKS OFFICE LOCATED AT 10100 PINES BOULEVARD. PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M., TUESDAY, FEBRUARY 3, 2009 IN AN ENVELOPE SEALED AND PLAINLY MARKED:  
PLEASE PRINT**

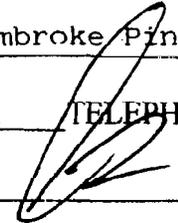
NAME scott Kupferman

COMPANY Budget Rent A Car

STREET ADDRESS: 7944 Pines Blvd

CITY & STATE: Pembroke Pines, FL 33023

ZIP CODE: 33023 TELEPHONE: 954-966-5756

SIGNATURE: 

TITLE: Agency Operator

DATE: 2/3/09

SEALED BID FOR: PD 08-08 Rental Vehicles

COMPANY NAME

AMOUNT

ACME Auto Leasing, LLC

*Received (4) copies*

Enterprise Rent-A-Car

*" " \**

Budget Rent a Car

*" " "*

PRESENT:

CHARLES F. DODGE, CITY MANAGER

JUDITH A. NEUGENT, CITY CLERK

DEBRA E. ROGERS, DEPUTY CITY CLERK

KEN FRIEDRICHS, DIVISION DIRECTOR OF PURCHASING

TERRI BURZO, CONTRACT ADMINISTRATOR

*[Handwritten signature of Debra E. Rogers]*

OTHERS:

Budget Rent A Car LLC

Budget Rent A Car LLC

Budget Rent A Car LLC

Budget Rent A Car

*[Handwritten signatures: Hector Hernandez, Melanie J. Santos, Leway Motchkovsky, Scott Kaplan]*

ORIGINAL BIDS RELEASED TO:

\_\_\_\_\_

ON \_\_\_\_\_





# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd  
Pembroke pines, Florida  
33026  
www.ppines.com

Agenda Number: 11.

**File Number:** 09-0113

**File Type:** Agreements/Contracts

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:** Police

**Initial Cost:** \$ 65,520.00

**Introduced:** 03/09/2009

**File Name:** Rental Vehicles

**Final Action:** 05/06/2009

**Title:** MOTION TO AWARD A BID FOR THREE RENTAL VEHICLES FROM BUDGET RENT A CAR FOR A PERIOD OF TWENTY-FOUR MONTHS, THE REMAINDER OF FISCAL YEAR AND PENDING APPROVAL OF THE 2009-2010 BUDGET FOR A TOTAL OF **\$65,520.00**.

**Notes:**

- Attachments:** 1. Rental Vehicles Request for Proposals  
2. Rental Vehicle Justification Memo

**Agenda Date:** 05/06/2009

**Agenda Number:** 11.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result
0	City Commission	05/06/2009	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND

1. The Police Department is seeking three rental vehicles for the department's undercover officers.
2. Recommend approval for 24 month period under the City of Pembroke Pines bid specifications.
3. Recommend approval of bid from Budget Rent A Car. This is a national company and the least expensive per month on Group II type vehicles (SUV and pick-up trucks). This company also has a larger variety of vehicles in this group type.
4. The amount listed will allow the Police Department to maintain three vehicles that can be changed on a daily basis to accommodate surveillance/undercover needs.

- a) **Initial Cost:** \$32,760.00 per year for two years.
- b) **Amount budgeted for this item in Account No:** \$32,760.00 in account #1-521-3001-44200.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$0	\$0
Expenditures	\$32,760	\$32,760	\$0	<b>\$0</b>	<b>\$0</b>
Net Cost	\$32,760	\$32,760	\$0	<b>\$0</b>	<b>\$0</b>

• **Subsequent years expenditures determined by bid process and approval**

- e) **Detail of additional staff requirements:** Not Applicable



**FIRST RENEWAL OF THE  
AGREEMENT BETWEEN  
THE CITY OF PEMBROKE PINES AND  
BUDGET RENT-A-CAR, INC.**

**THIS AGREEMENT**, dated this 9 day of August 2011, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**BUDGET RENT-A-CAR, INC.**, a Florida Corporation authorized to do business in the State of Florida, with an address of 7944 Pines Boulevard, Pembroke Pines, Florida 33024, hereinafter to referred to as "CONTRACTOR."

**WHEREAS**, on May 27, 2009, the CITY and CONTRACTOR entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to CONTRACTOR as the most responsive, responsible bidder, and,

**WHEREAS**, the bid specifications authorized the option to renew the Agreement for an additional two (2) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and,.

**WHEREAS**, the Parties specifically seek to execute the first two (2) year renewal period.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby renewed for the first two-year renewal period commencing on May 27, 2011 and terminating on May 26, 2013.



SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Renewal, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

SECTION 4. The original contract as awarded pursuant to Bid No. PD-08-08, shall remain in full force and effect except as specifically amended herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Judith A. Neugent 8/9/11  
JUDITH A. NEUGENT,  
CITY CLERK

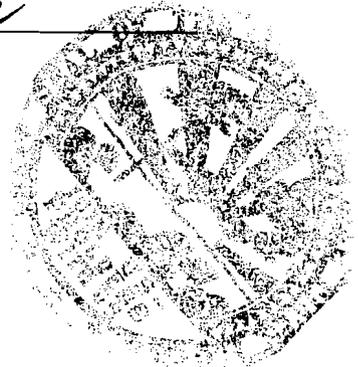
CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

Julie Klakw 8/18/11  
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

BUDGET RENT-A-CAR, INC.

BY: Scott Kupermer  
Print Name: Scott Kupermer  
Title: Agency Operator - Budget Car Rental

WITNESSES

Luis A. Del  
Print Name

[Signature]

Francisco Menejo  
Print Name



STATE OF Florida )  
 ) ss:  
COUNTY OF Broward )

BEFORE ME, an officer duly authorized by law to administer oaths and **take** acknowledgments, personally appeared Scott M. Kupperman as REPRESENTATIVE of BUDGET **RENT-A-CAR, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of BUDGET **RENT-A-CAR, INC.**, for the use and purposes mentioned in it and **affixed** the official seal of the corporation, and ~~that~~ the **instrument** is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15<sup>th</sup> day of April, 2011.

NOTARY PUBLIC DEL VALLE  
MY COMMISSION # DD 746654  
EXPIRES: February 17, 2012  
Bonded thru Budget Notary Services

(Name of Notary Typed, Printed or Stamped)

**PRODUCER:**  
 AON RISK SERVICES CENTRAL, INC.  
 FKA AON RISK SERVICES, INC OF MINNESOTA  
 8300 NORMAN CENTER DRIVE, SUITE 400  
 MINNEAPOLIS, MN 55437-1027

**CONTACT:** Maricela Escobales PHONE: (973) 496-2781  
 E-Mail: Maricela.Escobales@avisbudget.com

**INSURED:**  
 AVIS BUDGET GROUP, INC; AVIS BUDGET CAR RENTAL, LLC ITS  
 SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC,  
 BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK  
 RENTAL, LLC.  
 6 SYLVAN WAY  
 PARSIPPANY, NJ 07054

COMPANIES AFFORDING COVERAGE		
COMPANY LETTER	A	CONTINENTAL CASUALTY COMPANY
COMPANY LETTER	B	PV HOLDING CORP/BUDGET TRUCK RENTAL, LLC
COMPANY LETTER	C	AMERICAN CASUALTY COMPANY OF READING, PA
COMPANY LETTER	D	TRANSPORTATION INSURANCE COMPANY
COMPANY LETTER	E	ACE PROPERTY & CASUALTY INSURANCE COMPANY

**COVERAGES**

This memorandum verifies that the following coverages are in force: Commercial General Liability; Automobile Liability; Umbrella; Workers' Compensation and Employer's Liability.

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> COM GEN LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWN & CONT PROT	GL001803190	7/1/2011	7/1/2012	GENERAL AGGREGATE	\$ 2,000,000					
					PRODUCTS-COMP/OP AGG	\$ 2,000,000					
					PERSONAL & ADV INJURY	\$ 2,000,000					
					EACH OCCURRENCE	\$ 2,000,000					
					FIRE DAMAGE (Any fire)	\$ 1.00 A.M.					
					MED EXPENSE (Any one person)	\$ 0					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BLA001700830	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT	\$ 1,000,000					
					BODILY INJURY (Per Person)	\$					
					B	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> SELF-INSURED <input type="checkbox"/> PHYSICAL DAMAGE	GL001803190	7/1/2011	7/1/2012	BODILY INJURY (Per Accident)	\$
										PROPERTY DAMAGE	\$
										E	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMB
					AGGREGATE	\$ 10,000,000					
<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT	\$ 1,000,000										
D	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC2083557868 - DED	7/1/2011	7/1/2012	DISEASE-POLICY LIMIT	\$ 1,000,000					
		WC2083557871 - CA			DISEASE-EACH EMPLOYEE	\$ 1,000,000					
		WC2083557854 - Retro									

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

CERTIFICATE BOLDER CITY OF PEMBROKE PINES, 10101 PINES BLVD, PEMBROKE PINES, FL 33026

CERTIFICATE HOLDER CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH REGARD TO VEHICULAR COVERAGE.

SHOULD OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVIS BUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT

**Contract File Maintenance**

**Type information, Press Enter.**

Search

Contract Number . . . . . RFPPD0808C

Type (B/C)

Vendor Number . . 0008742 or Name . . BUDGET RENT-A-CAR

Description . . . CITY PEMBROKE PINES RENTAL VEHICLES EXTENDED

Effective Date. . 050609 Expiration Date. . 052613

**Type options, Press Enter.**

2=Change 4=Delete

F3=Exit F6=Add item

F12=Cancel





# City of Pembroke Pines



Frank C. Ortis, Mayor  
Carl Shechter, Vice-Mayor  
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner  
Jack McCluskey, Commissioner  
Iris A. Siple, Commissioner

January 13 2009

PD-08-08

## REQUEST FOR PROPOSALS

Notice is hereby given that the City of Pembroke Pines is seeking sealed proposals for:

**"Rental Vehicles"**  
**RFP # PD-08-08**

Specifications may be obtained from the Public Service Department location at 13975 Pembroke Road, **Pembroke** Pines, FL 33027, 437-1111.

**Proposals** will be accepted until **2:00** p.m., Tuesday, February 3, 2009 in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be **opened** at 2:30 p.m.

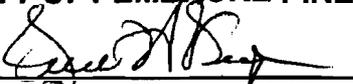
For additional information please **contact**, Tem Burzo, Contract Administrator at **954-437-1111**.

Envelopes must be sealed and plainly marked:

**"RFP # PD-08-08"**  
**"Rental Vehicles"**

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

**CITY OF PEMBROKE PINES**

  
\_\_\_\_\_  
Judith A. Neugent, CMC  
City Clerk

**Specifications  
Rental Vehicles  
PD#08-08**

**GENERAL SPECIFICATIONS**

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proposer. Towing service charge due to accidents shall be the responsibility of the one responsible for said accident. City, at its discretion, may arrange for the required towing service.

## **INSURANCE**

The City of Pembroke Pines will insure all **vehicles** provided under this agreement for all causes. The City of Pembroke Pines will pay all claims and losses of any nature whatsoever in **connection** therewith and shall defend all suits or causes of action in the name of the proposer where applicable. The City of Pembroke Pines shall be responsible for any and all physical damage to a vehicle under this agreement regardless of fault and subrogation rights if any will be assigned.

As an option, we are also requesting pricing under each group to include "rental car protection" insurance, with and without third party damages.

## **MILEAGE LIMITATION**

No mileage charges should be anticipated by this proposal. Vehicles reaching a reasonable annual equivalent mileage (**i.e.**, 18,000 miles) or any **vehicle** approaching said mileage limitation will be returned, and a replacement vehicle is to be immediately issued.

Driving out of state for investigations or training may be occasionally required.

## **VEHICLE USE**

It is understood and agreed that vehicles rented under this agreement are intended for undercover investigation and surveillance. Vehicles rented under this agreement are not intended for use as **traffic** control and enforcement vehicles 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 the City of Pembroke Pines or the proposer which may require emergency use of a vehicle in a non-anticipated use.

## **CONFIDENTIALITY**

Given the nature of the use of these vehicles, the proposer will be required to insure total confidentiality pursuant to the user of said vehicles.

## **MODIFICATION OF VEHICLES**

The City of Pembroke Pines may, at its own expense, apply tinting to the windows of any rented vehicle. The City may also, at its own expense, install any electronic equipment it may deem necessary, providing said installation shall cause no permanent damage to vehicles (**i.e.** holes in sheet metal).

With insurance with third party coverage: \$ \_\_\_\_\_

Models to be furnished by Proposer,

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**GROUP III:**

Firm rental price per month, per vehicle without insurance: \$ \_\_\_\_\_

With insurance without third party coverage: \$ \_\_\_\_\_

With insurance with third party coverage: \$ \_\_\_\_\_

Models to be furnished by proposer:

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**PROPOSER TO STATE** location **of** service facilities to maintain vehicles as specified herein during any resulting agreement period.

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**Are all loaners available at this location?** YES No

CURRENT INVENTORY of vehicles available to be used in rotation and where located for viewing purposes if necessary in evaluating proposals received.

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**HOLD HARMLESS AND INDEMNITY CLAUSE:**

(COMPANY NAME)

, the contractor shall indemnify, defend and hold harmless the City of Pembroke Pines, its elected and appointed **officials**, employees and agents for any and all suites, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or **anyone** acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(COMPANY NAME)

**further** certifies that it will meet all insurance requirements of the City of Pembroke Pines and agrees to produce valid, timely certificates of coverage.

**NOTE: Please be sure to fill in your company name on the bottom of each submittal page.**

**PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE PROPOSAL TO THE CITY CLERKS OFFICE LOCATED AT 10100 PINES BOULEVARD. PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M., TUESDAY, FEBRUARY 3,2009 IN AN ENVELOPE SEALED AND PLAINLY MARKED:**

**PLEASE PRINT**

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

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

CITY & STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF PEMBROKE PINES  
PEMBROKE PINES, FLORIDA

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.**

1. **SUBMISSION AND RECEIPT OF BIDS**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, **bidders** must use the proposal **form** furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in **ink**. Bids shall be signed in **ink**. All quotations shall be typewritten or filled in with pen and ink.

2. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, **seeking** a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. **PRICES TO BE FIRM:**

Bidder warrants by virtue of bidding that prices, **terms**, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless **otherwise stated** by the City or bidder.

4. **DELIVERY POINT:**

All items shall be delivered **F.O.B.** destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. **BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that **specified** is bid, it is the **vendors** responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than **that** specified. Such samples are to be furnished before the date of bid opening, unless **otherwise** specified.

6. **QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the **latest** model, of **the** best quality, and highest grade **workmanship, unless otherwise** noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an **officer** or employee having authority to bind the company or **firm** by his signature. **FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.**

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and **actual** usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the **terms** herein, and be fully in accord with specifications and **of the highest** quality. In the event the material and/or services supplied to the **City** are found to be defective or do not **conform** to specifications, the City reserves the right to **cancel** the order upon written notice to the seller and **return** product to seller at the seller's expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set **forth**, are guideline specifications only. The specifications do **not** have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, **and must** meet minimum bid specifications.

10. DELIVERY:

Time will **be** of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the **time(s)** or **place(s)** specified.

11. DEFAULT PROVISION:

In **the** case of default by the bidder or contractor, the City of Pembroke Pines may procure **the articles** or services **from** any other sources and hold **the** bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in **the bidding specifications**. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have **been** no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

**Samples**, when requested, **must** be furnished before, or at the bid opening, unless otherwise **specified**, and delivered free of expense to the City and **if** not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by **state and/or** Federal Government. Exemption certificates certified on request. (**Not** applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

**If** you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request **from** bidder separate manufacturer certification of all statements made in the **proposal**.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall **be** considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines **may** take such action as it deems **appropriate** including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, **to** waive irregularities and technicalities, and to request rebids. The **City** also reserves **the** right to award a contract on

such **items(s)** or **service(s)** the City deems will best serve its **interests**. All bids shall be awarded to the most **responsive/responsible** bidder, provided the (City) may for good **cause** reject any bid or part thereof. It **further** reserves the right to award a contract on a split order basis, or such combinations as shall **best** serve the interests of the City unless **otherwise** specified. No premiums, rebates or gratuities **permitted**, either with, prior to, or **after** award. This practice **shall result** in the cancellation of said award **and/or return** of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and **instructions** contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, **State** of Florida and Ordinances of the City of **Pembroke** Pines shall apply to any resulting award.

All OSHA Standards, rules **and/or** regulations will apply to any **item(s)** of equipment or **materials** supplied as a result of this bid.

Bidder warrants by signature on his proposal **sheet** that prices **quoted** here are in conformity with the **latest** federal price guidelines, **if any**.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of **the** Davis Bacon Act as it applies to construction, alterations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over 62,000 to which the United States or the District of Columbia is a **party** for the **construction**, alteration, or **repair** of public buildings or public **works** shall **contain** a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under **the** contract. Under the provisions of the Act, **contractors** or their **subcontractors** are **to** pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "**related** Acts" involve **construction** in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is **funded** or assisted under more than one Federal **statute**, the Davis-Bacon prevailing wage provisions may apply to the **project** if **any** of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance **with** the provisions of Regulations. 29 CFR Part 1, **Part 3**, and **Part 5**.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of **payment** that local governments may withhold from contractors during

construction. Once a **construction** project is substantially completed, the law requires local governments to develop a list of **items** (punch list) for final acceptance of **construction** services. §218.70. Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be **required** to participate in the Florida Municipal **Construction** Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (**OCIP**) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors **performing** the construction of member's public **facilities**.

25. TAX SAVER PROGRAM

The **Contractor** shall **cooperate** on certain projects to allow the City to avail **itself of** a sales tax savings program.

26. PUBLIC ENTITY CRIMES :

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

Judith A. Neugent

City Clerk

CITY OF PEMBROKE PINES

10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract **until** he has obtained all insurance required under this paragraph and such insurance has **been** approved by the Risk **Manager** of the city nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such **insurance** required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence **of the** required insurance, shall **be** filed **with** the Risk Manager prior to the **commencement** of the WORK. These **Certificates** shall **contain** a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has **been** given to do business under the laws of the State of Florida. Financial Ratings shall **be** no less than "A" in the **latest** edition of "Bests Key Rating Guide", published by A.M. **Best** Guide.

Insurance shall **be** in force until all work required to be performed under the **terms** of the Contract **is** satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed **certificate** of insurance as proof that equal and like coverage for the **balance of the** period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and **effect**.

The Contractor shall hold the City **of Pembroke** Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and **specifically name the City as an additional insured under their policy.**

The City reserves the right to require any other insurance coverage it deems necessary depending **upon** the exposures.

REQUIRED INSURANCE

1. COMPREHENSIVE GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to **be** covered are: premises, operations, **product/completed** operations, and certain **contracts**. Coverage must **be** written on an occurrence basis, with the following limits of liability:

1.	<b>BODILY INJURY</b>	
	(a) Each <b>Occurrence</b>	<b>\$1,000,000.00</b>
	(b) Annual Aggregate	<b>\$1,000,000.00</b>

- 2. PROPERTY DAMAGE
  - (a) Each Occurrence \$1,000,000.00
  - (b) Annual Aggregate \$1,000,000.00
  
- 3. PERSONAL INJURY
  - (A) Annual Aggregate \$1,000,000.00
  
- 4. **Completed** Operations and Products Liability shall **be** maintained for Two (2) years **after** the final payment
  
- 5. Property Damage Liability Insurance shall Include **Coverage** for the following **hazards**:  
X-explosion. **C-collapse, U-underground.**

2. **WORKERS COMPENSATION** insurance shall **be** maintained during the life of this contract **to comply** with **statutory** limits for all employees, and in the case any work is sublet, the **Contractor** shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the laner's employees unless such employees are covered by the protection afforded by the Contractor. The **Contractor** and his **subcontractors** shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- 1. Workers Compensation **Statutory**
- 2. Employer's Liability 5500,000 **per** occurrence

3. **COMPREHENSIVE AUTO LIABILITY**

- 1. BODILY INJURY
  - (a) Each Occurrence \$1,000,000.00
  - (b) **Annual** Aggregate \$1,000,000.00
  
- 2. PROPERTY DAMAGE
  - (a) Each Occurrence \$1,000,000.00
  - (b) Annual Aggregate \$1,000,000.00

Coverage shall include **owned**, hired, and non-owned vehicles.



- (4) No bid received. Where no bid has been received after publication of a bid proposal; however, such purchases in excess of \$50,000.00 require a formal, written contract approved by the commission.
- (5) Unique circumstances. Where the commission finds unique circumstances to establish that competitive bidding is not in the best interest of the city; however, such purchases in excess of \$50,000.00 shall require a formal, written contract approved by the commission. The city commission, upon request by the city manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.
- (6) Bids and contracts from other entities. The city manager is authorized to use competitive bids and formal contracts from other entities under the same limitations as described in section 23-108

*(Code 1980, § 10-2(g); Ord. No. 97-20, § 1, 12-2-1997; Ord. No. 2002-20, § 1, 11-2-2002; Ord. No. 2006-19, § 1, 10-16-2006)*

### **Sec. 23-108. - Cooperative purchasing.**

The city manager may procure, without following formal contract procedure, all supplies, materials and equipment which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the city ~~would be served~~, subject to the requirement that any purchase in excess of \$50,000.00 requires commission approval ~~(unless the purchase has been approved in the annual budget and the items purchased have a unit price of \$7,500.00 or less.~~

*(Code 1980, § 10-2(h); Ord. No. 2006-19, § 1, 10-16-2006)*

### **Sec. 23-109. - Appropriations required.**

- (a) No obligation for expenditures of city funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the city nor may the appropriate city officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.
- (b) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of \$1,000.00 may occur unless there is a written certification from the finance director or his designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.
- (c) The city manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of \$50,000.00 without complying with this article or the requirements for public bidding, provided that he places the ratification of these expenditures on the first regularly scheduled commission meeting occurring after the incursion or expenditure. In an emergency involving urgent and extreme matters of public health, safety or welfare, the city manager may exceed this monetary limitation, provided that, on the same business day that he takes such action, the city manager shall request that a special commission meeting be held at the earliest possible time, to ratify that action.

*(Code 1980, § 10-2(i); Ord. No. 2002-20, § 1, 11-2-2002; Ord. No. 2006-19, § 1, 10-16-2006)*

### **Sec. 23-110. - Appropriations for outstanding purchase orders.**

A duly authorized appropriation of any given fiscal year shall continue to be a valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the later year's budget, providing that the expenditure pursuant to such appropriation has been authorized by the city commission or a properly executed purchase order is outstanding at the end of the fiscal year of the original appropriation. Authority to complete such purchase and expenditure is granted; and if the expenditure is not completed after a reasonable time, the city manager is authorized and directed to cancel and close out the unexpended balance of the appropriation.

*(Code 1980, § 10-2(k))*

### **Sec. 23-111. - Administrative code regulations implementing article.**

- (a) The city manager shall adopt, as part of the administrative code, written regulations implementing this article, based upon commonly accepted professional local government purchasing standards, concerning the following subject areas:
  - (1) The nature, type and frequency of advertisements.
  - (2) Bid deposits.
  - (3) Bid opening procedures.
  - (4) Rejection of bids.
  - (5) Criteria for determining the lowest responsible bidder.



## AGREEMENT

**This** Agreement is entered into as of this \_\_\_\_\_ day of May, 2009, between the City of Pembroke Pines (hereinafter the "City") and Budget Rent A Car, a Florida corporation. (hereinafter referred to as "Budget").

### RECITAL

WHEREAS, on January 13, 2009, the City advertised notice to bidders of the City's desire to award a bid and enter into an agreement to furnish rental vehicles for the Police Department's Special Investigations Unit; and

WHEREAS, on March 9, 2009, the City awarded the bid to Budget and authorized the proper City officials to negotiate **and** enter into an agreement with Budget to furnish said **rental** vehicles;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Budget and the City agree as **follows**:

### TERMS

**1.     RECITALS:**

The recitals are true and correct and are incorporated and made a part of this Agreement.

**2.     TERMS:**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) **years** from the date of execution of this Agreement by the City, or until terminated by the City as herein set forth. The Agreement may be renewed for additional **two** (2) year terms upon mutual consent of both parties.

**3.     SCOPE OF WORK:**

Budget shall furnish services **as** specifically set forth in RFP #PD-08-08 "Rental Vehicles". Namely, Budget will provide three (3) Type II vehicles (SUVs and pickup trucks) for the Special Investigations Unit of the **Police Department**.

Budget **shall** do everything required by this Agreement, the General Conditions of **the** Contract, the Specifications. Addenda thereto **and** Commission award, which includes the original solicitation and Budget's Bid/Proposal/Qualifications submission and which by this reference is incorporated in **and** made a part of this Agreement.

Budget hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with Budget, that Budget has the professional expertise, experience and manpower to perform the services to be provided by Budget pursuant to the terms of this Agreement.

Budget assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized standards.

**4. MAINTENANCE:**

Budget will maintain the vehicles provided under this program, both as to all mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the **maintenance/service** records of all vehicles rented under this Agreement will be available to the City at any time. When a vehicle is down for service, a replacement or loaner vehicle will be provided immediately upon return of said vehicle. Budget will provide notification pursuant to vehicle maintenance schedules. In the event of an accident, a loaner or exchange vehicle will be provided during the period in which required process is being completed, as well as the time period that the program vehicle is being repaired. No additional cost to the City will be incurred for loaner or exchange vehicles during these periods.

Any vehicle identified by the City as requiring beyond industry standard maintenance will be replaced, regardless of mileage limitations.

For any vehicle becoming disabled and requiring towing service, Budget will make the arrangements for towing, and all charges for the service will be the responsibility of Budget. Towing service charge due to accidents will be the responsibility of the one responsible for said accident.

**5. MILEAGE LIMITATION:**

Budget will provide unlimited mileage for all vehicles driven within the State of Florida.

**6. CONFIDENTIALITY:**

Given the nature of the use of these vehicles, Budget will ensure total confidentiality of the vehicles and the users of such vehicles.

**7. CONTRACT SUM:**

The City hereby agrees to pay Budget for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Nine Hundred Ten and ~~xx~~100 Dollars (\$910.00) per month, per vehicle, which price includes the insurance as required in the RFP.

8. ACCEPTANCE OF SERVICES BY THE CITY:

The services shall be provided to the City in strict accordance with the specifications. If **services** do not meet specifications, Budget will pay all associated fees or costs collected to the City.

9. ACCIDENT PREVENTION AND REGULATIONS:

Precautions **shall** be exercised at all times for the protection of persons and property. Budget will conform to all OSHA, Federal, State, County and **City** regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities **because** of inadequacies to comply with these requirements, shall be borne solely by Budget responsible for the same.

10. OWNERSHIP OF DOCUMENTS:

Budget understands **and** agrees that any information, document, report or any other material whatsoever which is given by the City to Budget or which is otherwise obtained or prepared by Budget pursuant to or under the **terms** of this Agreement **is** and shall at all times remain the property of the City. Budget agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the **City** in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of services by **Budget** under this Agreement, audit, **or** cause to be audited, those books and records of Budget which are related to Budget's performance under this Agreement. Budget agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

The City may, at reasonable times during the term hereof, inspect Budget's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Budget under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. Budget will **make** available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Code of Broward County, Florida, as same may be amended or supplemented, from time to time.

12. AWARD OF AGREEMENT:

Budget represents and warrants to the Crty that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement **and** that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13. PUBLIC RECORDS:

Budget understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119. Florida Statutes, and agrees to allow access by the **City** and the public to all documents subject to disclosure under applicable law. Budget's failure or refusal to comply with the provisions of this section shall result in immediate cancellation of this Agreement by the **City**.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Budget understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Budget agree to comply with and observe all applicable laws, codes and ordinances as they may **be** amended from time to time.

15. INDEMNIFICATION:

Budget will indemnify, defend and hold harmless the City and **its** officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "**Liabilities**") by reason of any injury to or death of any person or damage to of destruction or loss of any property arising out of, resulting from, or in **connection** with (i) the performance or non-performance of the services **contemplated** by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission. default or negligence (whether active or passive) of Budget or its employees. regardless of whether it is, or is alleged to **be**, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of Budget to comply **with** any of the paragraphs herein or the failure of Budget to conform to statutes, ordinances, or other regulations or requirements of any governmental authority. federal or state, in connection with the performance of this Agreement. Budget expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Budget, or any of its subcontractors, as provided above, for which Budget's liability to such employee or

former employee would otherwise be limited to payments under state workers' compensation or similar laws.

**16. DEFAULT:**

If Budget fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Budget shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Budget, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Budget while Budget was in default shall be immediately returned to the City. Budget understands and agrees that termination of this Agreement under this section shall not release Budget from ~~any~~ obligation accruing prior to the effective date of termination. Should Budget be unable or unwilling to commence to perform the services within the time provided or contemplated herein, then, in addition to the foregoing, Budget will be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the ~~re-~~ procurement of the services, including consequential and incidental damages.

**17. THE CITY'S TERMINATION RIGHTS:**

The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Budget at least five (5) business days prior to the effective date of such termination. In such event, Budget shall pay to City compensation for services rendered prior to the effective date of termination. In no event shall the City be liable to Budget for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

The City ~~shall~~ have the right to terminate this Agreement, without notice to Budget, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to Budget and Budget will reimburse to the City all amounts received while Budget was in default under this Agreement.

**18. INSURANCE - GENERAL SERVICE AND MAINTENANCE CONTRACT:**

Budget will furnish to the City of Pembroke Pines, Manager, Risk Management Division, 10100 Pines Boulevard, Pembroke Pines, Florida 33026, certificates of insurance which indicates that insurance coverage has been obtained which meets the requirements in the Bid Documents.

**19. NONDISCRIMINATION:**

Budget represents and warrants to the City that Budget does not and will not engage in discriminatory practices and that there ~~shall~~ be no discrimination in connection with Budget's performance under this Agreement on **account** of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or

mental disability, political **affiliation** or any other factor which cannot be **lawfully used as a basis for delivery** of services. Budget further covenants that no **otherwise** qualified individual shall, solely by reason of **his/her** race, age, religion, **color**, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be **lawfully used as a basis** for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

20. ASSIGNMENT:

This Agreement shall not be assigned by Budget, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

21. NOTICES:

All notices or other communications required under this Agreement will be in writing and shall be given by handdelivery or by registered or certified U.S. mail, return receipt requested, addressed to the other **party at** the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the **fifth day** after being **posted** or the date of actual receipt, whichever is **earlier**.

BUDGET: Budget Rent A Car  
7944 Pines Boulevard  
Pembroke Pines, FL 33024

CITY: City of Pembroke Pines  
Attn: Charles Dodge, **City** Manager  
10100 Pines Boulevard  
Pembroke Pines, FL 33026

COPY TO: Samuel S. Goren, Esquire  
Goren, Cherof, **Doody & Ezrol**, P.A.  
3099 E. Commercial Boulevard, #200  
Fort Lauderdale, FL 33308

22. CELI NE PROVISIONS:

This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in Broward County, Florida.

Title and paragraph headings are for convenient reference and are not a part of this Agreement.

No waiver or breach of any provision of *this* Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or **otherwise** unenforceable under the laws of the State of Florida or the **City** of Pembroke Pines, such provision, paragraph, sentence, word or phrase shall be deemed **modified** to the extent necessary in order to conform with such **laws**, or if not modifiable, then same shall be deemed severable, and in either event, the remaining **terms** and provisions of this Agreement shall remain unmodified and in **full** force and effect or limitation of its use.

This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**23. § SUCCESSORS AND ASSIGNS:**

This Agreement **shall** be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**24. INDEPENDENT CONTRACTOR:**

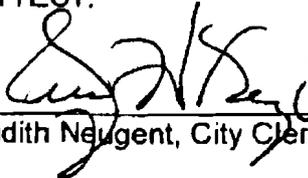
Budget has been procured and is being engaged to provide services to the City as an independent **contractor**, and not as an agent or employee of the City. Accordingly, Budget shall not attain, nor be entitled to, any rights or benefits of the City,

(remainder of page left blank intentionally)

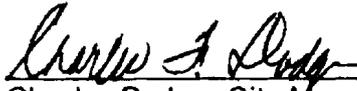
nor any rights generally afforded classified or unclassified employees. Budget further understands that Florida workers' compensation benefits available to employees of the City are not available to Budget.

WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

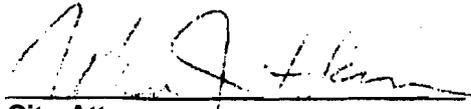
ATTEST:

 5/27/09  
\_\_\_\_\_  
Judith Neugent, City Clerk

CITY OF PEMBROKE PINES, FL

  
\_\_\_\_\_  
Charles Dodge, City Manager

APPROVED AS TO FORM AND  
CORRECTNESS:

  
\_\_\_\_\_  
City Attorney

WITNESS:

  
\_\_\_\_\_  
Capt Tom Maher  
Printed Name

BUDGET RENT A CAR

  
\_\_\_\_\_  
Scott Kufner  
Printed Name

