

**AGREEMENT FOR  
USED POLICE UNMARKED VEHICLES**

**THIS AGREEMENT**, made this 12<sup>th</sup> day of October 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Municipal Fleet Services, LLC, a Florida limited liability company d/b/a Government Fleet Services, ("Contractor" or "Company"), whose address and phone number are 747 Fleet Financial Court, Longwood, FL 32750, Phone: 407-492-0164, Email: [Katrina@governmentfleetservices.com](mailto:Katrina@governmentfleetservices.com), for the term specified herein,

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

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposals No. 425-10983, Vehicles, Used, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated May 12, 2012 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Oct. 12, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on July 10, 2012, and shall end on September 30, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses. The City is responsible to pay all State fees for obtaining the titles and tags for used vehicles purchased.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

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

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

Certificate holder should be addressed as follows:

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

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

#### **CC. Warranty**

Contractor will only provide vehicles with mileage less than 35,000 and/or only vehicles that have no less than 15,000 miles left on the Manufacturer's Warranty at the time of delivery.

#### **DD. Disposal**

After twelve (12) to eighteen (18) months of in service time and a vehicle is released by the Fleet Department, Contractor will retrieve it within ten (10) days of notification from the City and Contractor will take it to a local auction to ensure maximum sale amount

based on the condition of the vehicle upon decommission, and the Manheim Market Report Transactions for the week it is to be sold. Contractor shall conduct such sale in accordance with all applicable City of Fort Lauderdale ordinances, and such sale shall be accomplished at no cost to the City. Contractor shall remit payment to the City for one hundred percent (100%) of the sale price within thirty (30) days. Contractor will contact the Deputy Director of Finance or designee for approval on all minimums/bids to be set/accepted per vehicle sale.

**EE. Most Favored Nation Clause**

The Contractor must retroactively match any discount provided to any party greater than the discount offered to the City, for the amount of time the discount has been in place for the party receiving the greater discount.



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

October 2, 2012

Municipal Fleet Services, LLC  
Attn: Katrina Powell  
747 Fleet Financial Court  
Longwood, FL 32750

Dear Ms. Pjowell:

**Congratulations, the City of Fort Lauderdale has awarded your company RFP 425-10983 for Used Vehicles.**

Someone with authorization to sign for your company must place their signature on the attached document where indicated, agreeing to the terms, conditions and specifications set forth in the agreement and have the signature notarized. THE CONTRACT SIGNOR MUST BE AN OFFICER OF THE COMPANY AND ATTESTED TO BY THE SECRETARY OR YOU MUST PROVIDE A DOCUMENT FROM AN OFFICER OF THE COMPANY, THAT AUTHORIZES THOSE LISTED TO SIGN ON THEIR BEHALF. Only the signatures of the authorized officers that are listed with the Division of Corporations will be accepted.

**AFTER THE APPROPRIATE SIGNATURES AND NOTARY ARE RECEIVED, PLEASE RETURN BOTH ORIGINAL COPIES** of the agreement. A fully executed copy, with Exhibit A & B will be returned to you.

Please contact me at 954-828-5141 or [ckeohane@fortlauderdale.gov](mailto:ckeohane@fortlauderdale.gov) if you have any questions, thank you.

Sincerely,

Carrie L. Keohane  
Administrative Assistant I

Attachments



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

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

By: [Signature]  
Print Name: Michael Towns  
Title:

CONTRACTOR

By: [Signature]  
Print Name: Katrina Powell  
Managing Member

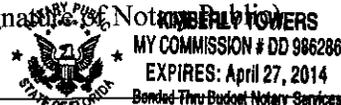
(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF Seminole :

The foregoing instrument was acknowledged before me this 7 day of October, 2012, by Katrina Powell as managing member for Municipal Fleet Services, LLC, a Florida limited liability company d/b/a Government Fleet Services.

(SEAL)

[Signature]  
Notary Public, State of \_\_\_\_\_

(Signature of Notary Public)  
  
MY COMMISSION # DD 986286  
EXPIRES: April 27, 2014  
Bonded Thru Budget Notary Services

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

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

UNIVERSITY OF CALIFORNIA  
LIBRARY  
400 TOWN HALL  
DURHAM, N.C. 27706



**EXHIBIT A**

**Solicitation 425-10983**  
**Vehicles, Used**



**City of Fort Lauderdale**

## Bid 425-10983 Vehicles, Used

Bid Number **425-10983**  
Bid Title **Vehicles, Used**

Bid Start Date **Apr 16, 2012 3:31:25 PM EDT**  
Bid End Date **May 22, 2012 2:00:00 PM EDT**  
Question &  
Answer End **May 11, 2012 2:00:00 PM EDT**  
Date

Bid Contact **Bob McKenney**  
**Procurement Specialist II**  
**Procurement**  
**954-828-5139**  
**RMcKenney@fortlauderdale.gov**

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### Changes made on May 11, 2012 1:57:23 PM EDT

Previous End Date **May 15, 2012 2:00:00 PM EDT**

New End Date **May 22, 2012 2:00:00 PM EDT**

#### Changes were made to the following items:

Vehicles, Used

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### Changes made on May 11, 2012 2:40:53 PM EDT

#### Changes were made to the following items:

Vehicles, Used

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### Description

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide used vehicles for the Fleet Services Division in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II Bob McKenney at 954.828.5139 or [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Any questions that proposers wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

As a clarification the Contractor is the company or person submitting the bid or RFP per the examples listed. Example 1: if John Doe submits a bid under the name of XYZ, Inc. and XYZ's Federal Tax Number than XYZ, Inc. is the contractor. Example 2: if John Doe submits a bid under his own name and personal Social Security number, than John Doe is the contractor.

Contractors must meet all requirements at the time of bid submittal.

The questions and answers section of this RFP in BidSync will become part of any contract that is created from this RFP.

The City of Fort Lauderdale uses BidSync ([www.BidSync.com](http://www.BidSync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.BidSync.com](http://www.BidSync.com) for further information.

All proposals must be submitted to the City of Fort Lauderdale, Procurement Services, 100 North Andrews Ave. Room 619 Fort Lauderdale, FL 33301 no later than the due date stated in this solicitation.

Added on May 11, 2012:

Addendum #1 The end date has changed to May 22, 2012 at 2:00 PM.

Part IV - Technical Specifications:

GENERAL, Item #6

Add: The contractor will re-sell the returned vehicles and issue a check to the City for 100% of the sale price within thirty

calendar days.

Added on May 11, 2012:

Addendum #2

The top of the proposal reads:

Pricing of vehicles will be a minimum of \$500 below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed.

It should read:

Pricing of vehicles will be a minimum of 3% below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed.

**Changes made on May 11, 2012 1:57:23 PM EDT**

**Changes made on May 11, 2012 2:40:53 PM EDT**

**RFP # 425-10983**  
**TITLE: Vehicles, Used**

**PART I – INTRODUCTION/INFORMATION**

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide a contract to purchase used vehicles for the City's Fleet Services Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II Bob McKenney at 954.828.5139 or email at [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING

Pricing of vehicles will be a minimum of 3% below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed. The City's preferred payment method is via P-Card.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP (on or about)	April 16, 2012
Pre-Proposal Meeting	None
Deadline for Questions/Request for Clarifications	May 11, 2012
Proposal Due Date/Time (Deadline)	May 15, 2012 at 2:00 PM

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City and shall expire on September 30, 2014. The City reserves the right to extend the contract for one additional fiscal year, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **SERVICE TEST PERIOD**  
If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.  
  
A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).
08. **CONTRACT COORDINATOR**  
The City may designate a Contract Coordinator whose principal duties shall be:  
  
Liaison with Contractor.

Coordinate and approve all work under the contract.  
 Resolve any disputes.  
 Assure consistency and quality of Contractor's performance.  
 Schedule and conduct Contractor performance evaluations and document findings.  
 Review and approve for payment all invoices for work performed or items delivered.

09. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

10. **INVOICES/PAYMENT**

The City's preferred method of payment is via P-Card. If a P-Card is not used than payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Proposer may offer cash discounts for prompt payment but they will not be considered in determination of award.

11. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

12. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is

the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

13. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

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

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

**Commercial General Liability Insurance**

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

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

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

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

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

15. **SUBCONTRACTORS**  
Subcontracting will not be allowed.

16. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**  
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

17. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal 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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

18. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

19. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

20. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

21. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

## 22. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder or proposer must include the Local Business Preference Certification Statement, Attachment “\_\_” of this RFP, and documentation of the following, as applicable to the local business preference class claimed, **at the time of proposal submittal**:

Upon recommendation for contract award based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder or proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
**<http://www.fortlauderdale.gov/purchasing/index.htm>**

**Definitions:** The term “Business” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### GENERAL INFORMATION

The City of Fort Lauderdale is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to purchase, a variety of used vehicles from a diverse inventory as to manufacture, make, and model for the City's fleet division, in accordance with the terms, conditions and specifications contained in this RFP at a minimum of ten (10) vehicles per month.

### SCOPE

It is the intent of these specifications to provide the City with units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City. Omissions of any essential detail from said specifications, terms or conditions from their submittal, does not relieve the supplier of the responsibility of furnishing such unit(s) with the RFP requirement. For the purposes of this RFP, the definition of "essential detail" will be as specified in the RFP as defined by the City. The City anticipates purchasing fifty (50) units via this contract in FY 2012, one hundred (100) units in FY 2013, and one hundred (100) units in FY 2014.

### PURPOSE

It is the intent of this RFP and the specifications contained therein to provide the City with units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City.

### GENERAL

1. Pricing of vehicles will be a minimum of 3% below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed.
2. Vehicles must be Current Model Year (CMY) or no older than the CMY plus one year.
3. The vehicle miles driven, as recorded on the vehicle's odometer, must be 35,000 or less.
4. The vehicle trim package cannot be the lowest trim package offered for that model year.
5. Contractor must offer a warranty equal to that of the original manufacturer's warranty regardless of the amount of miles the vehicle has when delivered to the City.
6. Contractor will be responsible for the resale of all vehicles designated by the City to be disposed of, at no cost to the City. Fleet Services will decommission, remove from the City's inventory, and make ready for pick up by the contractor all vehicles to be disposed of. The contractor will be responsible to pick up said decommissioned vehicles within ten (10) days of notification by the City.
7. Contractor must be able to offer claims processing services for any claims, where a party other than the City is liable, for damages to vehicles sold to the City by the Contractor; this service cannot be subcontracted out to any other vendors and must be completed by the Contractor only. The services must include the ability to identify and have a track record of recovering: the vehicles Actual Cash Value (ACV) at the time of the loss, the vehicles salvage value (a minimum of three (3) salvage bids are required), properly document and recover the necessary parts and procedures to restore the vehicle to its pre-loss condition, the loss of use for the days the vehicle is out of service for repairs or replacement and the diminution of value the vehicle has suffered as a result of the loss. The above services must be provided for the vehicle as long as the vehicle is in possession of the City and the cost of the services must be borne by the Contractor. At no time

will the City incur any out of pocket subrogation costs. The City will handle litigation and costs, if any.

8. NOTE: Proposers are reminded that these specifications call for a vehicle and equipment that meet the specific needs of the City. Price alone is not the primary factor in a proposal award. With that in mind Proposers are encouraged not to take exceptions to this specification but to engineer their product to meet the requirements of the City.
9. When submitting their Proposal, Proposers must return all pages of these specifications as part of the Proposal as it will be included in the contract between the Contractor and the City. Caution should be taken by the Proposer to answer all questions in the spaces provided and all information requested is submitted.

### MECHANICAL

1. Contractor must provide written documentation of the maintenance and repair history of each vehicle to include, but not limited to, the following:
  - All scheduled preventative maintenance
  - All unscheduled repairs including:
    - a. Factory recalls
    - b. Manufacturer warranty repairs
    - c. Repairs due to breakdowns and/or mechanical failures
2. Tires must be the same size, speed rating, and load rating as stipulated by the manufacturer and must have a minimum of 8/32 tread upon delivery to the City.
3. Brakes must have a remaining service life of at least 50% as demonstrated by the remaining pad/shoe thickness compared to the manufacturer's OEM specifications, odometer reading, and maintenance history.

### DELIVERY

Price quoted will include delivery - the unit will not be shipped with the City of Fort Lauderdale as consignee - the City will not be responsible for the equipment until fully delivered and accepted after complete test, inspection, and field service check/break-in period, including any training required. Stated delivery time must be commensurate to maintain a delivery schedule of a minimum of ten (10) vehicles per month.

**VEHICLE ACCEPTANCE:** Once the City receives the vehicle it must pass, to the satisfaction of Fleet Services, an inspection by the City's contracted service provider. This will be via a "C" PM incorporating the attached PM Inspection Form. This includes, but not limited to, the following:

- General mechanical and body condition, exterior and interior
- Tires
- Brakes
- Suspension and steering components
- Engine and drivetrain
- Accident damage and repainting

Upon completion of the above inspection, any defects and/or needed repairs indicated by that inspection must be completed by the Contractor, or designee, at no cost to the City. If a vehicle fails this inspection and is not remediated to the specifications outlined in the RFP, the vehicle will be returned to the Contractor and a like alternate vehicle that meets with the satisfaction of the City will

be provided.

Once the City has accepted the vehicle, Contractor will register the vehicle with the Florida Department of Motor Vehicles and secure a yellow City designated tag. If the city desires to secure a "confidential tag", the City will handle processing. If the City does not wish to secure a confidential tag and wants a "regular Florida Tag", the City must make the Contractor aware of their choice before delivery takes place.

#### CONSIDERATION FOR AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Before final bid award is made, a demonstration may be requested to help determine which machine best fits the City's needs. The City will determine where the demonstration site will be. The city will also determine the length of time after bid opening for the bidder to give such a demonstration.

#### SAFETY CERTIFICATION

By signing this bid, you are certifying that the equipment bid provides current state-of-the-art safeguarding systems and conformance includes, but is not limited to, any and all Federal, State and Local safety/health standards and codes (i.e. OSHA, ANSI, NFPA, UL, etc.). Visual audio and written warnings shall be provided on said equipment. Written warnings shall comply with ANSI Z535.1-Latest Revision, accident prevention signs and labels.

It shall be the responsibility of the manufacturer/supplier to furnish operation and maintenance instructions with machines/equipment purchased. These shall include instructions for Zero Mechanical State (ZMS). Specific operating and maintenance instructions shall be outlined in the operating and maintenance manuals. These instructions are to be written to aid the operators and maintenance personnel in the safe operation and maintenance of the equipment. Adequate instructions may consist of written, illustrated and audio-visual recorded material in conjunction with providing on-site training by a qualified manufacturer's representative.

#### EQUIPMENT

To be installed prior to acceptance by the City and must be installed by the City's designated vendor only. Equipment will be inspected by the Police Department or Fleet Services Designee and will be signed off as accepted upon delivery. The City deserves the right to change the lighting and siren package criteria, prior to installation, after informing the Contractor of such changes.

#### TRAINING (IF APPLICABLE)

The successful proposer will be expected to provide proper training for the City personnel operating and maintaining the vehicles or equipment to be purchased under these specifications. This training must be sufficient and complete as to its scope, duration and training materials needed. The instructor must be qualified to conduct this training. If a follow-up session will be required that will also be provided as part of the initial training.

#### DEMONSTRATION

The Successful proposer may be required to demonstrate an identical unit if said unit has never

previously been used by the City. The demonstration shall be located on City of Fort Lauderdale property.

#### TITLING AND INVOICING

Proposer is to furnish for each unit (as applicable):  
(IF APPLICABLE):

1. Completed Title application (DHSMV Form 40), Certificate of Motor Vehicle Sales Tax Exemption (DR Form 41.A), Manufacturer's Certificate of Origin or Title. The successful proposer will be required to register the vehicle and provide tags. The cost of all fees for titling, registering and tagging is to be borne by the proposer. The successful proposer will show purchaser as:

City of Fort Lauderdale  
1350 W. Broward Blvd.  
Fort Lauderdale, Florida 33312

Fleet Services

2. Proposer's invoice showing invoice number, date of sale, VIN number, purchase order number, unit cost, cost of authorized options, discount (if any), and total amount due.

#### DEFINITIONS

The following definitions shall apply with regards to these specifications:

Purchaser: The City of Fort Lauderdale (The City).

Contractor: The individual, firm, partnership, manufacturer or corporation to whom the contract may be awarded by the City and who is subject to the terms thereof. For proposal purposes the Contractor, Vendor, and Proposer are synonymous.

#### PRIMARY CONCERNS

1. The City seeks the highest level of safety, quality assurance and liability protection.

NOTE: In performing the evaluation, information contained within the Proposer's written proposal will be considered.

2. The Purchaser reserves the right, before awarding this contract, to require a Proposer to submit evidence of the "second stage" vehicle manufacturer's qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, or other qualifications and abilities of said manufacturer, including past performance on contracts of this type with other agencies. The Purchaser shall be the final authority in the award of this proposal.
3. All parts shall be of high quality workmanship, shall be in production at the time of proposal, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and/or standard practices.
4. All workmanship shall be of quality and performed in a professional manner so as to insure a safe and functional apparatus with an aesthetic appearance.
5. Familiarity with Laws. The Proposer is presumed to be familiar with and conform to all federal, state, and local laws, ordinances, code rules, and regulations that may in any way affect this contract. Ignorance on the part of the Proposer shall in no way relieve him from responsibility.

6. Performance Test and Requirements. The vehicle shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include federal, state, and local requirements.
7. All vehicles delivered under this Contract shall conform to all Federal Motor Vehicle Standards (FMVSS) in effect at the time of delivery.

Does your proposal comply with all requirements of this PRIMARY CONCERNS section?  
YES ( ) NO ( )

**ELIGIBILITY:**

Qualifying proposers must have a successful history of providing this service and its requisite support services to the fleet community for at least two (2) years. A list of at least six (6) references with valid contact information and point of contact of individual agencies that can substantiate the above must be provided to the City.

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Adherence to specifications	15%
Agency references	15%
Qualifications and experience for providing specified type of vehicle	15%
Warranty offered	15%
Local dealer serviceability, vendor support and parts availability	10%
Cost to the City	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (1) CD COPY OF YOUR PROPOSAL. CD COPY MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Pricing of vehicles will be a minimum of \$500 below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed. No other costs will be accepted for the life of the contract. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

**TWO PAYMENT OPTIONS:**

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA P-CARD THAN PRICING OF VEHICLES WILL BE \_\_\_\_\_% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED.

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA INVOICE AND CHECK THAN PRICING OF VEHICLES WILL BE \_\_\_\_\_% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED, NOT LESS THAN 3%.

**PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.
- Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 9: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 10: List of six clients/references for whom you have provided similar services in the last two years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 11: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

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

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

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

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

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

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

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-801387578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

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

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

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

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

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**


**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

RFP NO. 425-10983  
TITLE: Vehicles, Used

**ATTACHMENT "A"**  
**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses are attached for justification.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses is attached as justification.  
Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")  
Business Name

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_ They are  personally known to me or  have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

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

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: \_\_\_\_\_

## Question and Answers for Bid #425-10983 - Vehicles, Used

**OVERALL BID QUESTIONS**

There are no questions associated with this bid.





RFP #425-10983  
Vehicles, USED



May 15, 2012

Submitted by:  
Government Fleet Services  
747 Fleet Financial Ct.  
Longwood, FL 32750

★ ★ ★ ★  
**Government  
FLEET SERVICES**



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

# Government FLEET SERVICES



May 12, 2012

City of Fort Lauderdale  
Procurement Services  
Attn: Mr. Bob McKenney  
100 North Andrews Ave. RM 619  
Fort Lauderdale, FL 33301

**Re: Requests for Proposals (RFP) # 425-10983**  
**Title: Vehicles, Used**

Dear Mr. McKenney and Selection Committee,

Municipal Fleet Services, LLC DBA Government Fleet Services (GFS), a State of Florida Certified Women Business Enterprise (CWBE), thanks you for the opportunity to submit our statement of proposal and interest, in response to your request for proposals, to purchase used vehicles for the City's Fleet Services Division.

We have reviewed the Request For Proposals and are confident, by way of our experience in providing the requested services, that we can fulfill and even surpass the City's expectations for providing top quality used vehicles and insurance claims services. We are dedicated to providing services on time, within or below budget, and in a professional manner.

We feel that GFS can become an integral part of the City of Fort Lauderdale's team and the following is a brief summary of the reasons why GFS is the best choice for providing used vehicles and claims processing services for those vehicles:

**Experienced Personnel:** GFS' President has more than twenty (20) years of experience in federal, state and local government, as a military veteran and most recently as a City Manager; therefore we understand the needs and requirements of making the best use of taxpayers money; the ability to meet time and budget constraints; the assurance that the City's interests and objectives will be understood and satisfied; and the ability to provide cost effective, valued recommendations so the City gets it's greatest return on its investment of purchasing used vehicles.

GFS' Claims Service has over twenty-five (25) years of experience in writing vehicle damage repair estimates; evaluating total loss vehicles and documenting inherent related and repair related diminution of value for vehicles involved in accidents.

**Performance Ability:** GFS provides late model used vehicles, which unlike state bid vehicles, are born, bred and equipped for resale. Because GFS draws from a large pool of vehicles, there will be a mixture of vehicles, trim packages and colors, thus allowing undercover officers and administrative staff/ detectives to blend into the environment better. All vehicles are covered by the manufacturer's warranty, contain the latest technology and safety devices and because they are newer, have few PM maintenance needs and rarely break down. By rotating the vehicles every twelve (12) to eighteen (18)

months, it dramatically increases the vehicles resale value thus increases the return on investment and reduces the need for additional pool cars. To date, GFS is the only known used vehicle dealer that can provide this service, as well as a rapid turnaround time and turnkey service in the industry for local governments.

**Local Location/Knowledge:** With the city of Fort Lauderdale being centrally located between Palm Beach and Miami-Dade counties, GFS has opened a staging location for vehicle delivery, with a full time employee on staff who is a city of Fort Lauderdale resident, located at 312 SW 24<sup>th</sup> Street, Fort Lauderdale, FL 33315, and has received a Business Tax Receipt from the City of Fort Lauderdale to conduct business in that location. GFS is dedicated to ensuring the City's vehicle needs are met in the quickest time possible, with the least amount of staff time used in processing the vehicles, and if awarded the contract for providing used vehicles, GFS has already established a local presence that will assist in the delivery and processing of vehicles for the City of Fort Lauderdale and south Florida.

In addition, GFS' President's extensive experience in local government, contributes to the familiarity with local procedures, personnel, ordinances, budgets, regulations and applicable codes, which will be an asset to the City and/or staff. As part of the services provided, with no cost to the City, GFS can also prepare ordinances, resolutions, budget requests, agenda items, etc., in order to assist in accelerating the approval process associated with the purchasing/disposal of vehicles.

**Commitment:** GFS is committed to providing the highest quality and most responsive professional services. Our expertise and experience, as well as our competitive pricing that are well below average wholesale pricing as well as below state bid pricing, have demonstrated this commitment.

GFS is confident that we can become an integral part of the City of Fort Lauderdale team. We appreciate this opportunity and eagerly await a positive response to our submission of this proposal.

Sincerely yours,

A handwritten signature in cursive script that reads "Katrina Powell".

KATRINA POWELL  
President

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**GENERAL INFORMATION**

The City of Fort Lauderdale is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to purchase, a variety of used vehicles from a diverse inventory as to manufacture, make, and model for the City's fleet division, in accordance with the terms, conditions and specifications contained in this RFP at a minimum of ten (10) vehicles per month.

**SCOPE**

It is the intent of these specifications to provide the City with units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City. Omissions of any essential detail from said specifications, terms or conditions from their submittal, does not relieve the supplier of the responsibility of furnishing such unit(s) with the RFP requirement. For the purposes of this RFP, the definition of "essential detail" will be as specified in the RFP as defined by the City. The City anticipates purchasing fifty (50) units via this contract in FY 2012, one hundred (100) units in FY 2013, and one hundred (100) units in FY 2014.

The following definitions shall apply throughout the proposal: Purchaser: The City of Fort Lauderdale (City). Contractor/Proposer: Government Fleet Services (GFS). GFS' responses will be submitted in blue and bulleted with a star.

***Assessment of Capability and Approach:***

*GFS understands the City's wish to be provided vehicle units ready to be placed into service, therefore ready for operation and capable of meeting all of the requirements of the City, which includes but not limited to:*

**1. Pricing of Vehicles will be a minimum of three (3 %) percent below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed.**

- ★ GFS' pricing will always be three percent (3%) or more, below Average Wholesale as shown on the Manheim Market Report (MMR). A Manheim report showing the exact vehicle, mileage, package etc. will be provided to the City, as proof of pricing at the time the order is received by GFS.

**2. Vehicles must be Current Model Year (CMY) or no older than the CMY plus one year.**

- ★ GFS will only provide vehicles that are CMY or one year older per the Specifications of the RFP, with the lowest mileage possible on the vehicles.

**3. Vehicles will have no more than 35,000 miles on the odometer.**

- ★ GFS will only provide vehicles with mileage less than 35,000 and only vehicles that are still covered under the Manufacturer's Warranty.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**4. Vehicles trim package cannot be the lowest trim package offered for that model year.**

- ★ GFS' vehicles are manufactured for resale and provided by the Manufacturer's to fleets nationwide and will never be the lowest trim packages. In some cases there will be 'top of the line' trim packages offered or provided, depending on the specific vehicle.

**5. Contractor must offer a warranty equal to that of the original manufacturer's warranty regardless of the amount of miles the vehicle has when delivered to the City.**

- ★ GFS provides an Extended Warranty for any mileage used on the original Manufacturer's Warranty, for those vehicles that remain in the vehicle rotation schedule, and will be covered for no more than twenty-four (24) months after the vehicle enters the program.

**6. Contractor will be responsible for the resale of all vehicles designated by the City to be disposed of, at no cost to the City. The contractor will be responsible to pick up decommissioned vehicles within ten (10) days of notification by the City. The Contractor will re-sell the returned vehicles and issue a check to the City for 100% of the sale price within thirty (30) calendar days.**

- ★ GFS is in the business of reselling vehicles and will take the City's decommissioned vehicles within ten (10) days of notification from the City, to auction locations statewide that best suit the vehicle's status, i.e., year, make, model, mileage, condition etc., to ensure the greatest return on the City's investment. This will be accomplished with no cost to the City and the vehicles will be sold and a check issued to the City for one hundred percent (100%) of the sale price within thirty (30) calendar days.

**7. Contractor must be able to offer claims processing services for any claims, where a party other than the City is liable, for damages to vehicles sold to the City by the Contractor; this service cannot be subcontracted out to any other vendors and must be completed by the Contractor only.**

- ★ GFS' Claims department personnel have over twenty-five (25) years experience in writing vehicle damage repair estimates; evaluating total loss vehicles and documenting inherent related, and repair related Diminution of Value, for car rental and fleet industries. Our services include the identifying and recovering of the following: vehicles Actual Cash Value (ACV) at the time of the loss; the vehicles salvage value; properly document and recover the necessary parts and procedures to restore the vehicle to its pre-loss condition, the loss of use for the days the vehicle is out of service for repairs or replacement and the Diminution of Value the vehicle has suffered as a result of the loss. These services will be provided for the vehicle as long as the vehicle is in possession of the City.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**Mechanical Requirements:**

**1. Contractor must provide written documentation of the maintenance and repair history of each vehicle to include, but not limited to, the following:**

- A. All Scheduled preventative maintenance**
- B. All unscheduled repairs including: Factory Recalls; Manufacturer Warranty Repairs; Repairs due to breakdowns and/or mechanical failures.**

- ★ GFS' vehicles are provided for primarily by car fleets nationwide, and are provided all preventative maintenance as required by the manufacturer. Any repairs needed to insure factory recall compliance, warranty repairs or any other repairs necessary to keep the vehicle in the fleet, are provided immediately and documentation of such is provided to GFS once the vehicle is purchased by GFS. This information will be forwarded to the City upon delivery.

**2. Tires must be the same size, speed rating, and load rating as stipulated by the manufacturer and must have a minimum of 8/32 tread upon delivery to the City.**

- ★ All of the vehicles provided to the City will have no less than 8/32 tread and will be the exact tires provided for the vehicle when manufactured.

**3. Brakes must have a remaining service life of at least 50% as demonstrated by the remaining pad/shoe thickness compared to the manufacturer's OEM specifications, odometer reading, and maintenance history.**

- ★ All of the vehicles provided to the City will have a remaining service life of at least fifty percent (50%) of the remaining pad/shoe thickness per the manufacturer's OEM specifications, odometer reading and maintenance history.

**Delivery**

**1. Price quoted will include delivery- the unit will not be shipped with the City of Fort Lauderdale as consignee-the City will not be responsible for the equipment until fully delivered and accepted after complete test, inspection, and field service check/break-in period, including any training required. Stated delivery time must be commensurate to maintain a delivery schedule of a minimum of ten (10) vehicles per month.**

- ★ GFS will include delivery when quoting the price to the City's designee when a specific vehicle is ordered. A GFS employee will be onsite at the time of delivery to the City and will provide any training required by the City. A minimum of ten (10) vehicles per month will be provided unless a change is requested, in writing, to lower the minimum requirement.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**a. Vehicle Acceptance: Once the City receives the vehicle it must pass, to the satisfaction of Fleet Services, an inspection by the City's contracted service provider. This will be via a "C" PM incorporating the attached PM Inspection Form. This includes but not limited to, the following:**

- **General Mechanical and body condition, exterior and interior**
- **Tires**
- **Brakes**
- **Suspension and steering components**
- **Engine and Drivetrain**
- **Accident damage and repainting**

- ★ GFS will provide vehicles that can/will pass the CPM inspection provided for by Fleet Services. Should items not pass inspection then the necessary repairs will be provided at no cost to the City, and will be addressed immediately. Vehicles provided by GFS will be in a condition representative of the year and miles on the vehicles at the time of delivery and any wear and tear visible will be minimal.

**Consideration for Award**

**The City reserves the rights to award to that proposer whom will best serve the interests of the City, for the product/services that will best serve the needs of the City of Fort Lauderdale. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and all/or all proposals and to award or not award a contract based on the bid solicitation. Before final bid is awarded, a demonstration may be requested to help determine which machine best fits the City's needs. The City will determine where the demonstration site will be. The City will also determine the length of time after bid opening for the bidder to give such a demonstration.**

- ★ GFS understands that the City reserves the rights to award the bid to the proposer whom will provide the best products and services that will best serve the needs of the residents and employees of the City of Fort Lauderdale. We also understand that from time to time, there may be changes made to the specifications of the bid and the bidding process. We also realize it is the City's right to accept or reject any and all bids or to award a contract based on the bid solicitation. GFS is available to provide demonstrations of our products, if necessary, and at a time specific to meet the City's needs.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**Safety Certification**

By signing this bid, you are certifying that the equipment bid provides current state-of-the-art safeguarding systems and conformance includes, but is not limited to, any and all Federal, State and Local safety/health standards and codes (i.e. OSHA, ANSI, NFPA, UL, etc.). Visual audio and written warnings shall be provided on said equipment. Written warnings shall comply with ANSI Z535.1- Latest Revision, accident prevention signs and labels. It shall be the responsibility of the manufacturer/supplier to furnish operation and maintenance instructions with machines/equipment purchased. These shall include instructions for Zero Mechanical State (ZMS). Specific operating and maintenance instructions shall be outlined in the operating and maintenance manuals. These instructions are to be written to aid the operators and maintenance personnel in the safe operation and maintenance of the equipment. Adequate instructions may consist of written, illustrated and audio-visual recorded material in conjunction with providing on-site training by a qualified manufacturer's representative.

- ★ GFS will provide any and all safety related documentation for each vehicle that is provided to the City. All vehicles will be in full compliance with any and all regulatory agencies and laws related to sale and use of motor vehicles.

**Equipment**

To be installed prior to acceptance by the City and must be installed by the City's designated vendor only. Equipment will be inspected by the Police Department or Fleet Services Designee and will be signed off as accepted upon delivery. The City deserves the right to change the lighting and siren package criteria, prior to installation, after informing the Contractor of such changes.

- ★ If the City so desires GFS to provide lighting and siren packaging in the vehicles, we will use the City's designated vendor and will provide only that equipment approved by the City.

**Training (If Applicable)**

The successful proposer will be expected to provide proper training for the City personnel operating and maintaining the vehicles or equipment to be purchased under these specifications. This training must be sufficient and complete as to its scope, duration and training materials needed. The instructor must be qualified to conduct this training. If a follow-up session will be required that will also be provided as part of the initial training.

- ★ If necessary, GFS will provide training, at our expense, and at a time specified by the City.

**Demonstration**

The Successful proposer may be required to demonstrate an identical unit if said unit has never previously been used by the City. The demonstration shall be located on City of Fort Lauderdale property.

- ★ GFS will provide a demonstration of our vehicles, if necessary, and at a time specified by the City.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**Titling and Invoicing**

**Proposer is to furnish for each unit (as applicable):  
(IF APPLICABLE):**

**1. Completed Title application (DHSMV Form 40), Certificate of Motor Vehicle Sales Tax Exemption**

**(DR Form 41.A), Manufacturer's Certificate of Origin or Title. The successful proposer will be required to register the vehicle and provide tags. The cost of all fees for titling, registering and tagging is to be borne by the proposer.**

**The successful proposer will show purchaser as:**

**City of Fort Lauderdale Fleet Services**

**1350 W. Broward Blvd.**

**Fort Lauderdale, Florida 33312**

- ★ GFS will complete title work following all applicable laws and regulations for transferring a title to the City using the address provided. DHSMV now requires all temporary tags be issued online. GFS will issue the temporary registration (at no cost to the City), assign the title and provide the agency with a bill of sale and odometer statement for execution. We will complete tag work for all tags except 'Confidential' tags, as the City will be responsible for securing those tags. As GFS is not allowed to secure confidential tags the City will incur the costs for these tags. If a non-confidential tag is needed and there is not an existing one available for transfer, the City will only be liable to pay the state required fees. These fees will be billed with the applicable vehicle, but line itemed separately on the invoice.

**2. Proposer's invoice showing invoice number, date of sale, VIN number, purchase order number, unit cost, cost of authorized options, discount (if any), and total amount due.**

- ★ GFS will invoice the City upon delivery and acceptance of the vehicles. Invoices will be Net 45, as per Part I Bidder Proposal Page General Conditions: 1.04. If paid by P-Card, the card will be charged immediately upon delivery and acceptance of the vehicles; any fees associated with the P-Card will be passed thru to the City on a separate invoice, Net 45.

**Primary Concerns**

**1. The City seeks the highest level of safety, quality assurance and liability protection.**

**NOTE: In performing the evaluation, information contained within the Proposer's written proposal will be considered.**

- ★ GFS provides the highest level of safety, quality assurance and liability protection and meets all of the requirements of the City with regards to insurance coverage.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**2. The Purchaser reserves the right, before awarding this contract, to require a Proposer to submit evidence of the "second stage" vehicle manufacturer's qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, or other qualifications and abilities of said manufacturer, including past performance on contracts of this type with other agencies. The Purchaser shall be the final authority in the award of this proposal.**

- ★ GFS is not a provider, at this time, of 'second stage' vehicles i.e., fire trucks, ambulances, etc. In the event GFS becomes a provider in the future, purchases of such vehicles will be discussed with the City prior to GFS pursuing such contract.

**3. All parts shall be of high quality workmanship, shall be in production at the time of proposal, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and/or standard practices.**

- ★ All vehicles provided by GFS will be of high quality workmanship provided by the vehicles manufacturer. In the event a part must be replaced on the vehicle, it will be provided by the manufacturer and/or meet the manufacturers specifications only.

**4. All workmanship shall be of quality and performed in a professional manner so as to insure a safe and functional apparatus with an aesthetic appearance.**

- ★ All vehicles provided by GFS shall be safe, functional and meet any requests by the City with regards to the aesthetic appearance, otherwise the vehicles will appear as presented by the manufacturer.

**5. Familiarity with Laws. The Proposer is presumed to be familiar with and conform to all federal, state, and local laws, ordinances, code rules, and regulations that may in any way affect this contract. Ignorance on the part of the Proposer shall in no way relieve him from responsibility.**

- ★ GFS is familiar with all federal, state and local laws, ordinances, code rules, and regulations that may affect this contact and will adhere to those laws.

**6. Performance Test and Requirements. The vehicle shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include federal, state, and local requirements.**

- ★ Vehicles provided by GFS will conform to the minimum requirements of the latest standards covering vehicles of this type as well as all federal, state and local requirements.

**7. All vehicles delivered under this Contract shall conform to all Federal Motor Vehicle Standards (FMVSS) in effect at the time of delivery.**

- ★ The National Highway Traffic Safety Administration has a legislative mandate under Title 49 of the United States Code, Chapter 301, Motor Vehicle Safety, to issue Federal Motor Vehicle Safety Standards (FMVSS) and Regulations to which manufacturers of motor vehicle and equipment items must conform and certify compliance. New standards and amendments to existing standards are published in the Federal Register. These Federal safety standards are regulations written in terms of minimum safety performance

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

requirements for motor vehicles or items of motor vehicle equipment. These requirements are specified in such a manner "that the public is protected against unreasonable risk of crashes occurring as a result of the design, construction, or performance of motor vehicles and is also protected against unreasonable risk of death or injury in the event crashes do occur." GFS will adhere to any changes made to the FMVSS.

**Does your proposal comply with all requirements of this PRIMARY CONCERNS section?  
Yes or No.**

★ Yes

**Eligibility**

**Qualifying proposers must have a successful history of providing this service and its requisite support services to the fleet community for at least two (2) years. A list of at least six (6) references with valid contact information and point of contact of individual agencies that can substantiate the above must be provided to the City.**

★ GFS incorporated in 2011, however GFS' President provided these services to agencies statewide while serving as a City Manager in various cities over the past ten (10) years. In addition, GFS' Claims Manager has provided the proposed support services for the past twenty-five (25) years as the CEO of Fleet Financial Corporation.

★ Reference Letters are provided in Tab 10.  
Contact Information for References:

**Kevin P. Brunelle, Chief-Winter Springs Police Department; 300 Moss Road, Winter Springs, FL 32708; Phone: 407.327.7964; Email: [kbrunelle@winterspringsfl.org](mailto:kbrunelle@winterspringsfl.org)**

**Jeffrey Chudnow, Chief-Oviedo Police Department; 300 Alexandria Blvd., Oviedo, FL 32765; Phone: 407.971.5731; Email: [jchudnow@cityofoviedo.net](mailto:jchudnow@cityofoviedo.net)**

**Thomas S. Jackson, Chief-Belle Isle Police Department; 1521 Nela Ave., Belle Isle, FL 32809; Phone: 407.240.2473; Email: [tjackson@belleislepolice.org](mailto:tjackson@belleislepolice.org)**

**Troy K. Hickson, Chief-Longwood Police Department; 235 Church Ave., Longwood, FL 32750; Phone: 407.260.3401; Email: [thickson@longwoodfl.org](mailto:thickson@longwoodfl.org)**

**Penny Seater, Executive Director- Habitat for Humanity; 1100 Americana Blvd., Sanford, FL 32773; Phone: 407.696.5855; Email: [PSeater@habitatseminoleapopka.org](mailto:PSeater@habitatseminoleapopka.org)**

**Eric Seidelman, Owner- USA Services; 448 Spring Hammock Ct., Longwood, FL 32750; Phone: 407.339.1800**

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**

**Timetable for Implementation**

Once GFS is selected as the Contractor and a contract is signed by all parties, GFS will set up a meeting with the Fleet Department and requesting Departments to discuss vehicle options, i.e., brand, model, color, engine type etc., pricing, delivery dates and any other logistical concerns prior to an order being placed. Once the order is placed, GFS will communicate with the designated staff member regularly until delivery and acceptance is complete. GFS will become an extension of the City's staff ensuring a smooth operation with very little staff time wasted.

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Pricing of vehicles will be a minimum of three percent (3%) below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed. No other costs will be accepted for the life of the contract. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

**TWO PAYMENT OPTIONS:**

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA P-CARD THAN PRICING OF VEHICLES WILL BE 3% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED.

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA INVOICE AND CHECK THAN PRICING OF VEHICLES WILL BE 3% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED, NOT LESS THAN 3%.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**



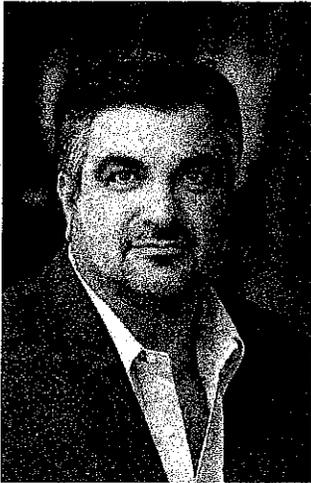
Government Fleet Services President, Katrina Powell has over a decade of experience in serving the public in local government, with her latest position as City Administrator of Longwood, FL, ending April 1, 2011; April 18, 2011 GFS was incorporated. Prior to Ms. Powell's appointment as City Administrator, she served as the interim Finance Director for the City of Longwood, City Manager of Fort Meade, FL and the Assistant to the City Manager of Deltona, FL.

Ms. Powell is a retired Master Sergeant (MSG) of the United States Army and is a Gulf War Veteran. She holds a Bachelor of Science Degree from the University of Maryland, in Business and Management; is a member of the International City Manager's Association, Florida City and County Manager's Association, International Police Chief's Association, Florida Police Chief's Association, Florida Public Relations Association, National Association of Fleet Administrators, Seminole Regional Chamber of Commerce and the Longwood Area Chamber of Commerce.

Katrina also holds a Real Estate Sales Associate license and is a Licensed Independent Dealer of Motor Vehicles.

As a result of Katrina's experience in smaller municipalities as well as serving in the military, having to wear many hats due to the lack of funds for staffing or military deployments, she has hands on fleet management and vehicle ordering expertise giving her knowledge about all types of administrative, public works, police, fire, rescue, motorcycles, special operations and armored vehicles.

**Tab 4: Statement of Proposed Services RFP# 425-10983 Title: Vehicles, Used**



Mr. Michael Towers is the former Chief Executive Officer of Fleet Financial Corp., one of the founding and leading litigation and subrogation firms servicing the car rental industry. Michael is a former rental car operator and is considered to be a leading expert in damage recovery, vehicle estimating, litigation strategy, loss of use, diminution of value and title branding. He was one of the Founding members and architects of the car rental association, ACTIF (now ACRA) and served as Vice President and Chairman of Legal and Legislative Affairs for nine (9) years. He has written dozens of articles for Auto Rental News and been a featured speaker and seminar provider at the Car Rental Show for more than fifteen (15) years.

Having more than thirty (30) years of automotive fleet, lease, finance and rental experience, Michael holds certification as an I-Car Gold Class automotive repair expert, has been recognized by multiple judicial circuits as an expert in auto collision, human dynamics and repair, and has testified twice before the National Association of Attorneys General (NAAG) on general auto repair ethics & standards as well as the (NAAG) Car Rental Task Force. Since 1993, Michael has also taken a pro-active approach to helping the car rental industry self regulate itself by visiting more than eighteen (18) Insurance Commissioners and Attorneys General throughout the country, including New York, California, Nevada and Illinois; jurisdictions with the most restrictive consumer protection laws in the nation.

As GFS' Claims Manager, Mr. Towers is responsible for providing Risk Management Consultation to local governments, with regards to Insurance coverage on vehicles, as well as evaluating total loss vehicles, and documenting inherent related and repair related Diminution of Value. He is also responsible for identifying and recovering the following: vehicles Actual Cash Value (ACV) at the time of the loss; the vehicles salvage value; properly document and recover the necessary parts and procedures to restore the vehicle to its pre-loss condition, the loss of use for the days the vehicle is out of service for repairs or replacement, and the diminution of value the vehicle has suffered as a result of the loss.

In addition to the above, Michael continues to attend courses offered by the National Association of Fleet Administrators and attends conferences regularly for both fleet and rental management. He is currently the Chairman of the Legislative Committee for the Longwood Area Chamber of Commerce and served as a Board Member of the Wayne Densch Performing Arts Center, Safe House of Seminole (Domestic Violence Shelter) and Habitat for Humanity. Michael is also an area Philanthropist for Kid's House (Children's Domestic Violence Shelter), the Seminole State College Foundation and Habitat for Humanity Seminole/Apopka.

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **GENERAL INFORMATION**

The City of Fort Lauderdale is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to purchase, a variety of used vehicles from a diverse inventory as to manufacture, make, and model for the City's fleet division, in accordance with the terms, conditions and specifications contained in this RFP at a minimum of ten (10) vehicles per month.

### **SCOPE**

It is the intent of these specifications to provide the City with units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City. Omissions of any essential detail from said specifications, terms or conditions from their submittal, does not relieve the supplier of the responsibility of furnishing such unit(s) with the RFP requirement. For the purposes of this RFP, the definition of "essential detail" will be as specified in the RFP as defined by the City. The City anticipates purchasing fifty (50) units via this contract in FY 2012, one hundred (100) units in FY 2013, and one hundred (100) units in FY 2014.

### **PURPOSE**

It is the intent of this RFP and the specifications contained therein to provide the City with units ready to be put into service, ready for operations, and capable of meeting all of the requirements of the City.

### **GENERAL**

1. Pricing of vehicles will be a minimum of 3% below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed.
2. Vehicles must be Current Model Year (CMY) or no older than the CMY plus one year.
3. The vehicle miles driven, as recorded on the vehicle's odometer, must be 35,000 or less.
4. The vehicle trim package cannot be the lowest trim package offered for that model year.
5. Contractor must offer a warranty equal to that of the original manufacturer's warranty regardless of the amount of miles the vehicle has when delivered to the City.
6. Contractor will be responsible for the resale of all vehicles designated by the City to be disposed of, at no cost to the City. Fleet Services will decommission, remove from the City's inventory, and make ready for pick up by the contractor all vehicles to be disposed of. The contractor will be responsible to pick up said decommissioned vehicles within ten (10) days of notification by the City.
7. Contractor must be able to offer claims processing services for any claims, where a party other than the City is liable, for damages to vehicles sold to the City by the Contractor; this service cannot be subcontracted out to any other vendors and must be completed by the Contractor only. The services must include the ability to identify and have a track record of recovering: the vehicles Actual Cash Value (ACV) at the time of the loss, the vehicles salvage value (a minimum of three (3) salvage bids are required), properly document and recover the necessary parts and procedures to restore the vehicle to its pre-loss condition, the loss of use for the days the vehicle is out of service for repairs or replacement and the diminution of value the vehicle has suffered as a result of the loss. The above services must be provided for the vehicle as long as the vehicle is in possession of the City and the cost of the services must be borne by the Contractor. At no time

will the City incur any out of pocket subrogation costs. The City will handle litigation and costs, if any.

8. NOTE: Proposers are reminded that these specifications call for a vehicle and equipment that meet the specific needs of the City. Price alone is not the primary factor in a proposal award. With that in mind Proposers are encouraged not to take exceptions to this specification but to engineer their product to meet the requirements of the City.
9. When submitting their Proposal, Proposers must return all pages of these specifications as part of the Proposal as it will be included in the contract between the Contractor and the City. Caution should be taken by the Proposer to answer all questions in the spaces provided and all information requested is submitted.

### MECHANICAL

1. Contractor must provide written documentation of the maintenance and repair history of each vehicle to include, but not limited to, the following:
  - All scheduled preventative maintenance
  - All unscheduled repairs including:
    - a. Factory recalls
    - b. Manufacturer warranty repairs
    - c. Repairs due to breakdowns and/or mechanical failures
2. Tires must be the same size, speed rating, and load rating as stipulated by the manufacturer and must have a minimum of 8/32 tread upon delivery to the City.
3. Brakes must have a remaining service life of at least 50% as demonstrated by the remaining pad/shoe thickness compared to the manufacturer's OEM specifications, odometer reading, and maintenance history.

### DELIVERY

Price quoted will include delivery - the unit will not be shipped with the City of Fort Lauderdale as consignee - the City will not be responsible for the equipment until fully delivered and accepted after complete test, inspection, and field service check/break-in period, including any training required. Stated delivery time must be commensurate to maintain a delivery schedule of a minimum of ten (10) vehicles per month.

**VEHICLE ACCEPTANCE:** Once the City receives the vehicle it must pass, to the satisfaction of Fleet Services, an inspection by the City's contracted service provider. This will be via a "C" PM incorporating the attached PM Inspection Form. This includes, but not limited to, the following:

- General mechanical and body condition, exterior and interior
- Tires
- Brakes
- Suspension and steering components
- Engine and drivetrain
- Accident damage and repainting

Upon completion of the above inspection, any defects and/or needed repairs indicated by that inspection must be completed by the Contractor, or designee, at no cost to the City. If a vehicle fails this inspection and is not remediated to the specifications outlined in the RFP, the vehicle will be returned to the Contractor and a like alternate vehicle that meets with the satisfaction of the City will

be provided.

Once the City has accepted the vehicle, Contractor will register the vehicle with the Florida Department of Motor Vehicles and secure a yellow City designated tag. If the city desires to secure a "confidential tag", the City will handle processing. If the City does not wish to secure a confidential tag and wants a "regular Florida Tag", the City must make the Contractor aware of their choice before delivery takes place.

#### CONSIDERATION FOR AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Before final bid award is made, a demonstration may be requested to help determine which machine best fits the City's needs. The City will determine where the demonstration site will be. The city will also determine the length of time after bid opening for the bidder to give such a demonstration.

#### SAFETY CERTIFICATION

By signing this bid, you are certifying that the equipment bid provides current state-of-the-art safeguarding systems and conformance includes, but is not limited to, any and all Federal, State and Local safety/health standards and codes (i.e. OSHA, ANSI, NFPA, UL, etc.). Visual audio and written warnings shall be provided on said equipment. Written warnings shall comply with ANSI Z535.1- Latest Revision, accident prevention signs and labels.

It shall be the responsibility of the manufacturer/supplier to furnish operation and maintenance instructions with machines/equipment purchased. These shall include instructions for Zero Mechanical State (ZMS). Specific operating and maintenance instructions shall be outlined in the operating and maintenance manuals. These instructions are to be written to aid the operators and maintenance personnel in the safe operation and maintenance of the equipment. Adequate instructions may consist of written, illustrated and audio-visual recorded material in conjunction with providing on-site training by a qualified manufacturer's representative.

#### EQUIPMENT

To be installed prior to acceptance by the City and must be installed by the City's designated vendor only. Equipment will be inspected by the Police Department or Fleet Services Designee and will be signed off as accepted upon delivery. The City deserves the right to change the lighting and siren package criteria, prior to installation, after informing the Contractor of such changes.

#### TRAINING (IF APPLICABLE)

The successful proposer will be expected to provide proper training for the City personnel operating and maintaining the vehicles or equipment to be purchased under these specifications. This training must be sufficient and complete as to its scope, duration and training materials needed. The instructor must be qualified to conduct this training. If a follow-up session will be required that will also be provided as part of the initial training.

#### DEMONSTRATION

The Successful proposer may be required to demonstrate an identical unit if said unit has never

previously been used by the City. The demonstration shall be located on City of Fort Lauderdale property.

#### TITLING AND INVOICING

Proposer is to furnish for each unit (as applicable):

(IF APPLICABLE):

1. Completed Title application (DHSMV Form 40), Certificate of Motor Vehicle Sales Tax Exemption (DR Form 41.A), Manufacturer's Certificate of Origin or Title. The successful proposer will be required to register the vehicle and provide tags. The cost of all fees for titling, registering and tagging is to be borne by the proposer. The successful proposer will show purchaser as:

City of Fort Lauderdale  
1350 W. Broward Blvd.  
Fort Lauderdale, Florida 33312

Fleet Services

2. Proposer's invoice showing invoice number, date of sale, VIN number, purchase order number, unit cost, cost of authorized options, discount (if any), and total amount due.

#### DEFINITIONS

The following definitions shall apply with regards to these specifications:

Purchaser: The City of Fort Lauderdale (The City).

Contractor: The individual, firm, partnership, manufacturer or corporation to whom the contract may be awarded by the City and who is subject to the terms thereof. For proposal purposes the Contractor, Vendor, and Proposer are synonymous.

#### PRIMARY CONCERNS

1. The City seeks the highest level of safety, quality assurance and liability protection.

NOTE: In performing the evaluation, information contained within the Proposer's written proposal will be considered.

2. The Purchaser reserves the right, before awarding this contract, to require a Proposer to submit evidence of the "second stage" vehicle manufacturer's qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, or other qualifications and abilities of said manufacturer, including past performance on contracts of this type with other agencies. The Purchaser shall be the final authority in the award of this proposal.
3. All parts shall be of high quality workmanship, shall be in production at the time of proposal, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and/or standard practices.
4. All workmanship shall be of quality and performed in a professional manner so as to insure a safe and functional apparatus with an aesthetic appearance.
5. Familiarity with Laws. The Proposer is presumed to be familiar with and conform to all federal, state, and local laws, ordinances, code rules, and regulations that may in any way affect this contract. Ignorance on the part of the Proposer shall in no way relieve him from responsibility.

6. Performance Test and Requirements. The vehicle shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include federal, state, and local requirements.
7. All vehicles delivered under this Contract shall conform to all Federal Motor Vehicle Standards (FMVSS) in effect at the time of delivery.

Does your proposal comply with all requirements of this PRIMARY CONCERNS section?

YES ( ) NO ( )

**ELIGIBILITY:**

Qualifying proposers must have a successful history of providing this service and its requisite support services to the fleet community for at least two (2) years. A list of at least six (6) references with valid contact information and point of contact of individual agencies that can substantiate the above must be provided to the City.

## PART VII - PROPOSAL PAGES – COST PROPOSAL

Pricing of vehicles will be a minimum of \$500 below Average Wholesale, as shown on the Manheim Market Report (MMR) at the time the order is placed. No other costs will be accepted for the life of the contract. This firm fixed annual rate will be the same for the initial contract period.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

### TWO PAYMENT OPTIONS:

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA P-CARD THAN PRICING OF VEHICLES WILL BE \_\_\_\_\_% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED.

IF THE CONTRACTOR IS GOING TO CHARGE THE CITY VIA INVOICE AND CHECK THAN PRICING OF VEHICLES WILL BE \_\_\_\_\_% BELOW AVERAGE WHOLSALE, AS SHOWN ON THE MANHEIM MARKET REPORT (MMR) AT THE TIME THE ORDER IS PLACED, NOT LESS THAN 3%.

# State of Florida

## Department of State

I certify from the records of this office that MUNICIPAL FLEET SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 18, 2011.

The document number of this limited liability company is L11000045842.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on March 1, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirtieth day of April, 2012

*Ken Detmer*  
Secretary of State



Authentication ID: 500233177095-043012-L11000045842

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>

### LICENSE CERTIFICATE

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND  
MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES

MUNICIPAL FLEET SERVICES LLC  
1813 FAYETTEVILLE AVE  
DELTONA, FL 32725

#### License

FOR AN INDEPENDENT DEALER IN  
MOTOR VEHICLES

LICENSE NUMBER  
VI/1044960/1

ISSUANCE DATE

EXPIRATION DATE  
04/30/2013

ISSUANCE DATE  
04/20/2012

THIS CERTIFIES, THAT

MUNICIPAL FLEET SERVICES LLC  
GOVERNMENT FLEET SERVICES

AT 747 FLEET FINANCIAL CT  
LONGWOOD, FL 32750

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS  
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE  
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

*Ed Boyles*

BUREAU CHIEF



*Andrew P. Lambert*

DIRECTOR

HEAVY 91243 (REV. 2-1-11)

STATE OF FLORIDA

00310 04/27/11



## Certificate of Registration

DR-11  
R. 01/11

Issued Pursuant to Chapter 212, Florida Statutes

69-8015636775-5	04/18/11	04/18/11	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

GOVERNMENT FLEET SERVICES  
MUNICIPAL FLEET SERVICES, LLC  
747 FLEET FINANCIAL CT  
LONGWOOD FL 32750-3726

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

**POST THIS CERTIFICATE IN A CONSPICUOUS PLACE.**

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

REGISTRATION# G11000046851

Fictitious Name to be Registered: GOVERNMENT FLEET SERVICES

Mailing Address of Business: 1813 FAYETTEVILLE AVE  
DELTONA, FL 32725

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 45-1741426

Owner(s) of Fictitious Name:

MUNICIPAL FLEET SERVICES,LLC  
1813 FAYETTEVILLE AVE  
DELTONA, FL 32725  
Florida Document Number: L11000045842  
FEI Number: 45-1741426

**FILED**  
**May 16, 2011**  
**Secretary of State**

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

KATRINA POWELL \_\_\_\_\_ 05/18/2011  
Electronic Signature(s) Date

Certificate of Status Requested ( )      Certified Copy Requested ( )



*Venice of America*

**CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012**

**BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195**

Business ID: 1102411      Business Name: GOVERNMENT FLEET SERVICES  
Business Address: 312 SW 24 ST  
Tax Category: OFFICE USE ONLY      Tax#: 736261      Fee:  
OFFICE USE ONLY

GOVERNMENT FLEET SERVICES  
KATRINA POWELL PRESIDENT  
312 SW 24 ST  
FORT LAUDERDALE, FL 33315



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012

*Venice of America*

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 1102411 Business Name: GOVERNMENT FLEET SERVICES  
Business Address: 312 SW 24 ST  
Tax Category: STORAGE FACILITIES (WAREHOUSE) Tax#: 736262

Fee:

GOVERNMENT FLEET SERVICES  
KATRINA POWELL PRESIDENT  
312 SW 24 ST  
FORT LAUDERDALE, FL 33315



SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 • Sanford, FL 32772-0630 • Telephone: 407-665-1000  
www.seminoletax.org

VALID THROUGH 09/30/12

GOVERNMENT FLEET SERVICES  
747 FLEET FINANCIAL CT  
LONGWOOD, FL 32750

Account #: 180333

KATRINA POWELL (OFFICER)

REGULATED  
License # - VI1044960-1

Receipt #: 33122012012300081

Amount Paid: \$ 45.00

Date Paid: 01/23/2012





CHIEF FINANCIAL OFFICER  
JEFF ATWATER  
STATE OF FLORIDA

May 2, 2012

## VERIFICATION OF AUTOMATIC EXEMPT STATUS FROM WORKERS' COMPENSATION COVERAGE REQUIREMENTS

**This letter verifies that the individual listed below is AUTOMATICALLY EXEMPT from Florida workers' compensation coverage requirements within the scope of the non-construction business or trade listed below and is not required to obtain an exemption issued by the Division of Workers' Compensation in order to achieve exempt status.**

PERSON: KATRINA POWELL

BUSINESS NAME: MUNICIPAL FLEET SERVICES LLC  
ADDRESS: 747 FLEET FINANCIAL COURT  
LONGWOOD, FL 32750

TYPE OF NON-CONSTRUCTION  
BUSINESS OR TRADE: SALES

CLASS CODE OF BUSINESS: 8742

**This verification of automatic exempt status applies ONLY within the scope of the non-construction business or trade listed above, and applies ONLY to the individual listed above. However, if MUNICIPAL FLEET SERVICES LLC employs four or more full or part-time employees, it must obtain workers' compensation coverage. A member of a limited liability company engaged in the non-construction industry is considered an employee if the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes. If a policy is in effect for the limited liability company engaged in the non-construction industry and the member meets the definition of employee as defined in Section 440.02(15)(a), Florida Statutes, the payroll of such member may be included in determining the premium for the policy.**

If MUNICIPAL FLEET SERVICES LLC engages in a construction-related activity as defined in section 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the automatic exempt status for KATRINA POWELL shall not apply, and MUNICIPAL FLEET SERVICES LLC must comply with workers' compensation coverage requirements for the construction industry.

If KATRINA POWELL is a corporate officer as defined in Section 440.02(9), Florida Statutes, this Verification of Automatic Exempt Status from Workers' Compensation Coverage Requirements does not apply. In order to become exempt, KATRINA POWELL is required to complete an exemption application and submit the application to the Division of Workers' Compensation. If the Division of Workers' Compensation determines that KATRINA POWELL meets the eligibility requirements for the issuance of an exemption, the Division of Workers' Compensation will issue an exemption to KATRINA POWELL.

If you have any questions, please call (850) 413-1609.

**Needs Assessment**

This Needs Assessment is being presented using City Commission agenda information relating to the disposal of vehicles. The relative agenda item contained documents relating to the sale of ten (10) vehicles. The foregoing evaluation is based upon those vehicles:

Contained in the documents was sufficient information to ascertain that all ten (10) vehicles were in service approximately 7.32 years with very little variance between any one vehicle. GFS was also able to ascertain the acquisition cost, maintenance costs, as well as a projected return upon sale, which historically have been accurate to within 2%. In addition, GFS was also able to track and calculate each vehicle's down time for repairs, and preventative maintenance.

The average cost per vehicle, per month, from cradle to grave was \$261.00 per month, with some of the vehicles being as high as \$336.00 per month. Out of 26,718 days of service life, 1,145 days or 4% of those days the vehicles were out of service. The majority of that downtime occurred in the last three (3) years of the vehicle's life at the City.

**Downtime, Productivity and Morale**

When looking at downtime hours of a vehicle, one must take the driver's reduced productivity, into consideration. If roadside assistance is necessary, downtime could be as high as three (3) hours before that driver is back to an acceptable level of productivity. If it is PM maintenance or other scheduled mechanical repair, travel time, to and from the fleet department must be accounted for delivery and pickup, as well as the transfer of the driver's gear, files, reports and computer; the downtime could still be close to two (2) hours.

The City of Fort Lauderdale's Police Department has historically 'passed down' vehicles in order to keep the vehicles in the fleet rotation for upwards of seven (7+) plus years before disposal. In keeping with this tradition, new detectives are offered vehicles as their 'take home' cars that are in some cases, older vehicles that are already stripped down (as they are State Bid vehicles), with substantial damage to seats, dashboards, headliners etc., by the nature of the job and the age of the vehicle. Police officers enter and exit their vehicles numerous times, the vehicles sit in the Florida sun, and large amounts of equipment are placed in and taken out of the vehicle. All this contributes to the vehicles decline. In today's economy and with the lack of public funds available for raises, increases in pension funds etc., it is difficult to maintain high morale among the public employee ranks and therefore being able to drive a 'newer' vehicle with amenities that are not typically offered in State bid vehicles, is just a small token of appreciation that can be shown to the City's employees.

**State Bid Process History and Restrictions**

As mentioned in the previous paragraph, the City of Fort Lauderdale has purchased vehicles for its Police Department via the State/Sheriffs Association bid process. State bid vehicles are, when compared to regular fleet or consumer production vehicles, stripped down base model vehicles manufactured specifically for state bid purchases. As such, state bid vehicles have no immediate resale value, because like their brothers and sisters, the first two months in service the vehicle value is reduced by upwards of thirty percent (30%). This upfront immediate reduction in value takes several years to amortize to an acceptable amount, which is why most municipalities keep their non-road patrol vehicles 7+ years. The lead-time on non-standardized vehicles can be from three (3) months to one (1) year, as the factories usually only retool for non-production vehicles three (3) times a year. Because of this unfortunate fact, Cities purchasing state bid vehicles will never receive a significant return on their investments, as those vehicles are not bred for resale.

**Government Fleet Services Rotation Schedule Program**

GFS furnishes late model used vehicles, which unlike state bid vehicles, are born, bred and equipped for resale. Because GFS draws from a large pool of vehicles, there will be a mixture of vehicles, trim packages and colors, thus allowing undercover officers and administrative staff/ detectives to blend into the environment better. These vehicles are all still covered by the manufacturer's warranty, contain the latest technology and safety devices and because they are newer, have fewer PM maintenance needs and rarely break down. By rotating the vehicles every twelve (12) to (18) months, it dramatically increases the vehicles resale value thus increases the return on the investment and also reduces the need for additional pool cars, which are nothing more than another depreciating asset.

**Levels of Savings**

GFS' program has three (3) levels of savings. The first level is the initial savings that will be the largest measurable savings. Comparing GFS' pricing on a particular vehicle to the state bid price for the exact vehicle has been proven to be between three to five thousand dollars (\$3,000-\$5000) in savings.

The second level of savings is after the first year of rotation. There is significant measurable savings where the initial acquisition cost is compared to the sale amount. On average a vehicle will depreciate \$1,800 a year or \$150.00 per month. When you compare this to the City's current cost of \$261.00 on average per month to operate a vehicle, operating costs are reduced by forty-three percent (43%).

The third level of savings is in fuel consumption. More often than not, non-standard state bid vehicles have excessive lead times. The fleet needs of municipalities and budgetary constraints often force choosing a standard vehicle with an eight (8)-cylinder engine when a four (4) or six (6) cylinder vehicle would suffice. As such, certain job functions can be accomplished using a more fuel-efficient vehicle. As one example, one of GFS' customers is a small city Police Department with a fuel budget of \$140,000, by changing out just four (4) of the eight (8) cylinder vehicles and replacing them with four (4) and six (6) cylinder vehicles, which are much more fuel efficient vehicles, the department was able to reduce its fuel costs \$15,000 or 11% in one (1) fiscal year. Needless to say, that department has asked GFS to sell the rest of their V-8's and replace them with much more fuel-efficient, cost effective vehicles.

**Tab 7: Needs Assessment**

**RFP# 425-10983 Title: Vehicles, Used**

**Needs Assessment Wrap-Up**

GFS will work with the City of Fort Lauderdale's Fleet and other department staff to address the individual needs of each department and help determine which vehicles will meet the need, as well as save and make the City the most money for years to come.



## WINTER SPRINGS POLICE DEPARTMENT

300 North Moss Road • Winter Springs, FL 32708  
Business (407) 327-7999 • Fax (407) 327-6652

Kevin P. Brunelle  
Chief of Police

To Whom It May Concern:

The Winter Springs Police Department has purchased several vehicles from Government Fleet Services. As is the case everywhere, budgetary considerations necessitate making the best purchases we can. Based upon pricing provided to us, for every two vehicles we purchased from GFS a third one could be purchased from them for the price of two new vehicles. After researching the program and the vehicles, we realized a financially sound purchase from Government Fleet Services.

Using the purchase process offered by GFS, we were pleased by our return of investment. By implementing the reconditioning processes they recommended, it is clear the resale results were attributed to their recommendations. After our purchases from GFS, our investigative needs changed. Ten months after the purchase of one of the GFS vehicles, we needed to purchase another car for our undercover operations. Ms. Powell showed us how rotating the vehicles every twelve to eighteen months would reduce our fleet operating costs, however, not having tested a fleet rotation program as suggested, we weren't certain the results would be positive. After running the GFS vehicle for nearly ten months, we were able to sell the vehicle for \$1,500 more than we originally paid for it.

Since we began using Government Fleet Services, our Utility Department has used GFS to dispose of three additional vehicles and we will use them to purchase our vehicles in the future. I highly recommend Government Fleet Services as a fleet vehicle purchase alternative.

Respectfully,  
  
Kevin Brunelle  
Chief of Police





CITY OF **OVIEDO** FLORIDA  
400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765  
407-971-5731 • [WWW.CITYOFOVIEDO.NET](http://WWW.CITYOFOVIEDO.NET)



**OVIEDO POLICE DEPARTMENT**

May 8, 2012

To Whom It May Concern:

I initially met Ms. Katrina Powell when she was the City of Longwood's City Manager which is known for their frequent vehicle rotation schedule with the brokering and sales of like new vehicles to other departments around the state.

This year, I had the pleasure of working with Ms. Powell on a host committee for the Florida Police Chief's Association conference held in Orlando. There I was able to get more information on the service provided by Government Fleet Services. After getting them through our command staff and the City's Fleet Department, in addition to a positive reference from Chief Brunelle of the Winter Springs Police Department, we utilized our budgeted sixty thousand dollars (\$60,000) to purchase four (4) unmarked vehicles. Based upon the price of the vehicles, when they were compared to the average wholesale price, we saved a little over nine thousand dollars (\$9,000) by purchasing the vehicles from Government Fleet Services. Had we attempted to purchase the same vehicles via the state bid process, we would have probably only been able to secure three (3) vehicles instead of four (4). Another advantage was the diversification in makes and models of our unmarked detective vehicles.

Our fleet manager and command staff inspected each vehicle and found them to be in excellent condition, with low mileage. With budgetary issues still looming, we were able to purchase quality vehicles, diversify our detective's vehicles and receive excellent service in the process.

Ms. Powell was very easy to work with and I recommend them as a vendor for vehicle purchases.

Professionally,

Jeffrey Chudnow  
Chief of Police

ATTACHMENT "A"  
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

- (1) Municipal Fleet Services, LLC DBA Government Fleet Services is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.  
Business Name
- (2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.  
Business Name
- (3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.  
Business Name
- (4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name
- (5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name
- (6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")  
Business Name

PROPOSER'S COMPANY: Municipal Fleet Services, LLC DBA Government Fleet Services

AUTHORIZED COMPANY PERSON: Katrina Powell Katrina Powell 5/7/12  
NAME SIGNATURE DATE

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2012 by Katrina Powell and \_\_\_\_\_ as President and \_\_\_\_\_ respectively, of \_\_\_\_\_ They are  personally known to me or  have produced \_\_\_\_\_ as identification.

(SEAL)

Kimberly Towers  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_



KIMBERLY TOWERS  
MY COMMISSION # DD 986296  
EXPIRES: April 27, 2014  
Bonded Thru Budget Notary Services



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012

*Venice of America*

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 1102411 Business Name: GOVERNMENT FLEET SERVICES  
Business Address: 312 SW 24 ST  
Tax Category: OFFICE USE ONLY Tax#: 736261 Fee:

GOVERNMENT FLEET SERVICES  
KATRINA POWELL PRESIDENT  
312 SW 24 ST  
FORT LAUDERDALE, FL 33315



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012

*Venice of America*

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 1102411 Business Name: GOVERNMENT FLEET SERVICES  
Business Address: 312 SW 24 ST  
Tax Category: STORAGE FACILITIES (WAREHOUSE) Tax#: 736262 Fee:

GOVERNMENT FLEET SERVICES  
KATRINA POWELL PRESIDENT  
312 SW 24 ST  
FORT LAUDERDALE, FL 33315

Government Fleet Services will employ Mary 'Lee' Miller at this location full time. Ms. Miller's Notice of Ad Valorem Tax and Non-Ad Valorem Assessments are attached as proof of residency within the City of Fort Lauderdale.

**Notice of Ad Valorem Tax and Non-Ad Valorem Assessments**

Property ID Number 494213-03-0130	Escrow Code R8XNFX	Assessed Value See Below	Exemptions See Below	Taxable Value See Below	Millage Code 0312
--------------------------------------	-----------------------	-----------------------------	-------------------------	----------------------------	----------------------

2201 NE 53 ST, CITY OF FT. LAUDERDALE  
 MARY-KNOLL 39-48 B  
 T 7 BLK 2

MILLER, MARY LEE  
 POLACEK, FRANK J  
 2201 NE 53 ST  
 FORT LAUDERDALE, FL 33308-3164

\$3,573.21  
 EEX-11-00000156  
 CORELOGIC  
 Paid By  
 11/29/2011  
 Effective Date  
 11/28/2011  
 Receipt #

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.18600	219,370	50,000	169,370	878.35
VOTED DEBT	0.36700	219,370	50,000	169,370	62.16
BROWARD CO SCHOOL BOARD					
CAPITAL OUTLAY	1.50000	219,370	25,000	194,370	291.55
GENERAL FUND	5.91800	219,370	25,000	194,370	1,150.28
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.06240	219,370	50,000	169,370	10.57
OKEECHOBEE BASIN	0.19540	219,370	50,000	169,370	33.09
SFWM DISTRICT	0.17850	219,370	50,000	169,370	30.23
NORTH BROWARD HOSPITAL	1.87500	219,370	50,000	169,370	317.57
CHILDREN'S SVCS COUNCIL OF BC	0.47890	219,370	50,000	169,370	81.11
CITY OF FORT LAUDERDALE					
FT LAUDERDALE OPER	4.11930	219,370	50,000	169,370	697.69
DEBT SERVICE	0.16950	219,370	50,000	169,370	28.71
FL INLAND NAVIGATION	0.03450	219,370	50,000	169,370	5.84
<b>Total Millage:</b>				20.08450	
				<b>Ad Valorem Taxes:</b>	\$3,587.15

NON - AD VALOREM TAXES			
Taxing Authority	Rate	Amount	
03 FT LAUDERDALE FIRE-RESCUE		135.00	
<b>Non - Ad Valorem Assessments:</b>			\$135.00
<b>Combined Taxes and Assessments:</b>			\$3,722.15
If Received By	May 31, 2012	Jun 29, 2012	Jul 31, 2012
Please Pay	\$0.00	\$0.00	\$0.00

**BROWARD COUNTY**

2011 Paid Real Estate

Folio: 397032

**Notice of Ad Valorem Tax and Non-Ad Valorem Assessments**

Paid 11/29/2011 Receipt # EEX-11-00000156 \$3,573.26  
 11/28/2011 Effective Date Paid By CORELOGIC

*Make checks payable to:*

**BROWARD COUNTY TAX COLLECTOR**  
 GOVERNMENTAL CENTER ANNEX  
 115 S. ANDREWS AVENUE  
 FORT LAUDERDALE, FL 33301-1895

Property ID Number
494213-03-0130

If Received By	Please Pay
May 31, 2012	\$0.00
Jun 29, 2012	\$0.00
Jul 31, 2012	\$0.00

Return with Payment

MILLER, MARY LEE  
 POLACEK, FRANK J  
 2201 NE 53 ST  
 FORT LAUDERDALE, FL 33308-3164

**Please Pay Only One Amount**