

Preferred Rate Agreement

Company: City of Ft. Lauderdale ("Customer") Company: Enterprise Leasing Company of Florida, LLC ("Enterprise"),
 Contact: Michael Walker Contact: Matthew Artzt and Tatiana Heredia
 Address: Ft. Lauderdale, Florida Address: 5105 Johnson Road, Coconut Creek, FL 33073

Deleted: , a Florida Corporation
 ("Enterprise").

City Commission Approval **Contract No: Coral Springs 07-C-169**
10/06/09, CAR 09-1238 **Period Covered: 9/1/09 - 8/31/10**

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BASE RENTAL CHARGES

VEHICLE CLASS (See <u>Exhibit A</u> for makes and models)	RATES
Car Class I	\$700.00/month
Car Class II	\$725.00/month
Car Class III	\$900.00/month

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

("Customer")

DRIVER PROTECTION PRODUCTS: Base Rental Charges do not include the Driver Protection Product(s) below: They City of Ft. Lauderdale is self insured.

MILEAGE CHARGES: No vehicle will be driven over 3,000 miles. Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.17 per mile charge for each mile over three thousand (3,000) miles.

ADDITIONAL TERMS AND CONDITIONS

- Term.** The term of this Preferred Rate Agreement ("Agreement") begins September 1, 2009, and ends on August 31, 2010. This Agreement may be extended for two (2) additional one-year periods upon mutual written agreement of the parties. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use.
- Rental Contracts.** Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rentals and other charges incurred and owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
- Rental Rates.** For the first 8 months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In each successive eight-month period, the Base Rental Charges are subject to increase in accordance with the preceding year's Consumer Price Index (CPI) for All Urban Consumers, All Items (1982-1984+100). In no event shall the price adjustment exceed five percent (5%) or be less than two percent (2%). In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.

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Exhibit 1
 CAR 09-1238

5. Miscellaneous: This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the laws of the state of Florida and in the event litigation becomes necessary under this Agreement, the parties agree that the venue for such litigation will be in Broward County, Florida.
6. Maintenance. Enterprise will maintain the vehicles, both as to mechanical repairs and routine maintenance. When a Vehicle is out of operation for service, a replacement or loaner Vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the damaged vehicle is repaired.
7. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest.
8. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Subsequently, there will be no charge to the Customer to remove the tinting if it becomes necessary. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle).
9. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and Customer shall issue payment within Thirty (30) days, following receipt of said invoice by the Customer.
10. Signature on File. As part of any rental transaction in which Enterprise delivers possession of a rental vehicle to an Employee or agent of Customer other than the Employee intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Employee intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Employee confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Employee under the age of 21 or as provided by law, or use by any Employee other than for business use, or use by any Employee not possessing a valid driver's license issued by the state in which the Employee resides; (e) Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2008) as amended or revised, the City agrees to indemnify and hold harmless the Contractor for damages or injuries caused by the City's negligence in the City's use of the rental vehicles that are the subject of this Agreement. The foregoing sentence does not serve as a waiver of sovereign immunity or of any other legal defense available to the City.

ENTERPRISE

By: 

Name: Alan Levin

Title: General Manager/Vice President

Date: 10/14/09

CUSTOMER

By: 

Name: KIRK BUFFINGTON, CPPO, C.P.M., MBA

Title: DIRECTOR OF PROCUREMENT SERVICES

Date: 10/15/09

Exhibit 1
CAR09-1238

**Exhibit
A**

Car Class I

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Chevy	Cavalier	Pontiac	Sunfire
Toyota	Corolla	Ford	Focus
Mitsubishi	Lancer	Ford	Taurus
Mercury	Sable	Buick	Century
Mitsubishi	Galant	Pontiac	Grand Prix
Chevy	Malibu	Pontiac	Grand Am
Dodge	Stratus	Chevy	Impala
Toyota	Camry	Nissan	Altima
Chevy	Venture	Ford	Windstar

Car Class II

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Buick	LeSabre	Pontiac	Bonneville
Nissan	Maxima	Chevy	Trail Blazer
GMC	Envoy	Ford	Explorer
Jeep	Grand Cherokee	Chrysler	T&C
Dodge	Grand Caravan		
		All Cargo-	
		vans	
Ford	F-150		

Car Class III

<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
Mercury	Grand Marquis	Buick	Park Avenue
Ford	Expedition	Chevy	Tahoe
GMC	Yukon	Dodge	Durango
Chevy	Silverado	Dodge	Ram

Exhibit 1
CAR 09-1238



GOVERNOR'S STERLING
AWARD WINNER

FINANCIAL SERVICES DEPARTMENT
CITY OF **CORAL SPRINGS** FLORIDA

PURCHASING DIVISION
9551 WEST SAMPLE ROAD
CORAL SPRINGS, FL 33065
TELEPHONE: (954) 344-1100
FAX: (954) 344-1186
www.coralssprings.org

Our Mission Statement
To be the nation's premier community in which to
live, work, and raise a family.

FINANCIAL SERVICES DEPARTMENT

DATE: JUNE 12, 2007

RFP NO. 07-C-169

REQUEST FOR PROPOSALS

CONTRACT
COPY

ALL INTERESTED PARTIES:

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

**UNDERCOVER VEHICLE LEASING SERVICES
FOR S.E. FLORIDA GOVERNMENT
PURCHASING COOPERATIVE GROUP**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, June 27, 2007. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

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

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

Roxanne Sookdeo
Purchasing Agent II



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

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

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

"WORKING TOGETHER TO REDUCE COSTS"

I. STATEMENT OF THE WORK

A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle leasing services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs on behalf of the participating agencies referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

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

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

B. Services Required by the City:

Contractor shall:

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

II. SCOPE OF SERVICES

Vehicle Usage

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

Vehicles To Be Provided

The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories.

If vehicle is disabled due to a mechanical problem or accident, a replacement or exchange vehicle shall be issued immediately.

City shall be able to lease vehicles on a short-term basis (less than 1 month) as may be required by special circumstances.

Maintenance of Vehicles

The City of Coral Springs shall maintain the vehicles provided under the agreement both as to mechanical repairs and routine maintenance, not covered under the vehicle's original manufacturer's warranty.

Routine maintenance shall include oil changes and tire rotations, fluid replacement, and tire replacement.

Modifications of Vehicles

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

Mileage Limits

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

Term

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

Enterprise Service

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

Vehicle Tags

Vendor shall be responsible for all tags and registration fees for leased vehicles.

Participating Agencies

City of Coral Springs	City of Coconut Creek
City of Boca Raton	City of Lauderhill
City of Hollywood	City of Miami Gardens
City of Fort Lauderdale	City of Riviera Beach
Town of Davie	

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

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

2. Firm Qualifications

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

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

3. References

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

4. Price Proposal

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

5. Proposal Copies

Submission of eight (8) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information -- Contact with City Staff

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

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

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

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

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

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

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

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

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

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	6/12/07
2. Pre-Proposal Conference	N/A
3. Opening of Proposals	6/27/07
4. Proposal Evaluations	7/2/07-7/13/07
5. Contract Negotiations	7/16/07-8/3/07
6. Award of Contract	8/21/07

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

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

VII. AWARD OF CONTRACT

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

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

VIII. INSURANCE

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

RFP NO: 07-C-169
UNDERCOVER VEHICLE LEASING SERVICES
FOR S.E. FLORIDA GOVERNMENT
PURCHASING COOPERATIVE GROUP

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

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

2. **SPECIAL CONDITIONS**

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

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

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

5. INTERPRETATIONS AND ADDENDA

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

6. PRICES PROPOSED

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

7. NON-COLLUSIVE AFFIDAVIT

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

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

9. CONFLICT OF INTEREST

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

10. SUBMISSION OF PROPOSALS

10.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

10.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

10.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

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

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

12. REJECTION OF PROPOSALS

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

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

13. QUALIFICATIONS OF OFFERORS

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

14. ENVIRONMENTAL REGULATIONS

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

15.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

- 15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. INDEMNIFICATION

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

such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. RISK OF LOSS

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

18. WARRANTIES

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

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

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

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

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

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

- 18.6 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 18.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

19. TAXES

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

20. TERMINATION FOR CAUSE AND DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF CITY

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

and complete any continued portions of the work.

22. AUDIT RIGHTS

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

23. ASSIGNMENT

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

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

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

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

26. COST ADJUSTMENTS

26.1 The cost(s) shall remain firm for first twelve (12) months of the initial two (2) year contract term. Any requested cost increase shall be fully documented and submitted in writing to the Purchasing Administrator at least ninety (90) days prior to the beginning of the second year of the initial two (2) year contract term or at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective after the first twelve (12) months or upon the renewal date of the contract.

RFP NO: 07-C-169
UNDERCOVER VEHICLE LEASING SERVICES
FOR S.E. FLORIDA GOVERNMENT
PURCHASING COOPERATIVE GROUP

ESTIMATED ANNUAL USAGE

MUNICIPALITY	<u>GROUP I</u> SEDANS/SMALL SUV/MID SIZE SUV/PICKUP/MINI VANS OR EQUIVALENT	<u>GROUP II</u> LUXURY/LARGE SUV OR EQUIVALENT
Coral Springs, City of	11	2
Davie, Town of	5	0
Boca Raton, City of	7	6
Ft. Lauderdale, City of	8	1
Coconut Creek, City of	1	2
Lauderhill, City of	16	0
Riviera Beach, City of	6	0
Miami Gardens, City of	3	6
Hollywood, City of	45	0
Total:	102	17

**PROPOSAL FORM FOR UNDERCOVER VEHICLE LEASING SERVICES FOR S.E.
FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP
REQUEST FOR PROPOSAL NO. 07-C-169**

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

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

**UNDERCOVER VEHICLE LEASING SERVICES
FOR S.E. FLORIDA GOVERNMENT
PURCHASING COOPERATIVE GROUP**

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

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	GROUP #	DESCRIPTION OF VEHICLES OFFERED (IF DIFFERENT THAN GROUPS I AND/OR II)	COST PER MONTH FOR EACH VEHICLE WITHOUT INSURANCE	TOTAL ANNUAL NUMBER OF MONTHS (# OF VEHICLES X 12 MOS.)	TOTAL ANNUAL EXTENDED COST OF VEHICLES (COST PER VEHICLE X TOTAL ANNUAL # OF MOS.)
102	GROUP I SEDAN/SMALL SUV/MID SIZE SUV/PICKUP/MINI VANS OR EQUIVALENT		\$ /Mo.	1224 Months	\$
17	GROUP II LUXURY/LARGE SUV OR EQUIVALENT		\$ /Mo.	204 Months	\$

Miles allowed per vehicle per month: _____/miles

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

Additional Pricing Items:

GROUP #	COST PER MONTH FOR EACH LEASED VEHICLE WITH INSURANCE AND WITH THIRD (3 RD) PARTY COVERAGE	COST PER MONTH FOR EACH LEASED VEHICLE WITH INSURANCE AND WITHOUT THIRD (3 RD) PARTY COVERAGE
GROUP I SEDAN/SMALL SUV/MID SIZE SUV/PICKUP/MINI VANS OR EQUIVALENT	\$ _____ /Mo.	\$ _____ /Mo.
GROUP II LUXURY/LARGE SUV OR EQUIVALENT	\$ _____ /Mo.	\$ _____ /Mo.

To the extent permitted by applicable State and Federal laws and regulations, City reserves the right to disregard unbalanced bids.

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

Addendum No. _____ Date _____

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

8. The following documents are attached to and made as a condition to this Proposal:
- (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance
9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____
Fax No.: _____
Social Security No. or Federal I.D. No.: _____
12. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____
Fax No.: _____
Submitted on _____, 200__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 200__ , by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200_.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 200
_, by _____ who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Partnership

By: _____

Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ Day of _____, 200__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

Printed Name of President or other authorized officer

Address of Corporation

City/State/Zip

Business Phone Number

(CORPORATE SEAL)

ATTEST:

By _____
Secretary

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 200__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

CERTIFIED RESOLUTION

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

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

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

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

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

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

Given under my hand and the Seal of the said corporation this _____ day of _____, 200__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

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

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says
that:

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

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 200__, by _____, who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

Corporation
Partnership
Individual
Other

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

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

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

- g. Name and address of Resident Agent:

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

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

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

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

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

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

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

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

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

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

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

1. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____



CONTRACT
COPY

Proposal For Undercover Vehicle Leasing
Services For
*S.E. Florida Government Purchasing
Cooperative Group*

RFP No. 07-C-169

*Fal Parsana
Enterprise Rent-a-Car
2150 North State Road 7
Lauderdale Lakes, FL 33313
Ph: 954-318-1343
Fax: 954-484-7772
Email: falguni.d.parsana@erac.com*





5105 Johnson Road
Coconut Creek, FL 33073
954-354-5000
954-354-5001 Fax

June 27, 2007

City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

Re: RFP No. 07-C-169
Authority to Sign

To Whom It May Concern:

This is to certify that Tori L. Patrick, Regional Vice President of Enterprise Leasing Company, A Florida Corporation is authorized to sign the Bid and Bid Bond on behalf of the said Corporation and that the Bid, Bid Bond, and other such instruments signed by her shall be binding upon the said Corporation as its own acts and deeds.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Alan D. Levine'.

Alan D. Levine
Vice President/General Manager
South Florida Group

5150 Johnson Road,
Coconut Creek, FL 33073

June 27, 2007

City of Coral Springs
Roxanne Sookdeo
9551 West Sample Road
Coral Springs, FL 33065

Dear Roxanne,

Enterprise Rent-A-Car would like to thank you for the opportunity to provide City of Coral Springs and the Agencies listed in RFP No. 07-C-169 a program for your undercover vehicle leasing needs. It is our objective to show you the value of our Business Rental Program by providing the finest customer service at the most competitive pricing, and providing Agencies the best partnership program available. Recognizing that not every company has the same rental needs, Enterprise is a company that specializes in designing the rental programs to fit the customer rather than forcing the customers to fit our programs.

Thank you for your time and consideration.

Sincerely,



Fal Parsana
Corporate Sales Manager
954-318-1343
Enterprise Rent-A-Car



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

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

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

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

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

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

The correct legal name of Offeror is: Enterprise Leasing Company, A Florida Corporation
Address: 5105 Johnson Road
City/State/Zip: Coconut Creek, Florida 33073
Telephone No.: 954-354-5000
Fax No.: 954-354-5001
Social Security No. or Federal I.D. No.: 59-1664426

**** With a Copy to address below.**

Communications concerning this Proposal shall be addressed to Fal Parsana at the following address:
2150 North State Road 7, Lauderdale Lakes, FL 33313
Telephone No.: 954-318-1343
Fax No.: 954-484-7772

Submitted on : June 27, 2007.

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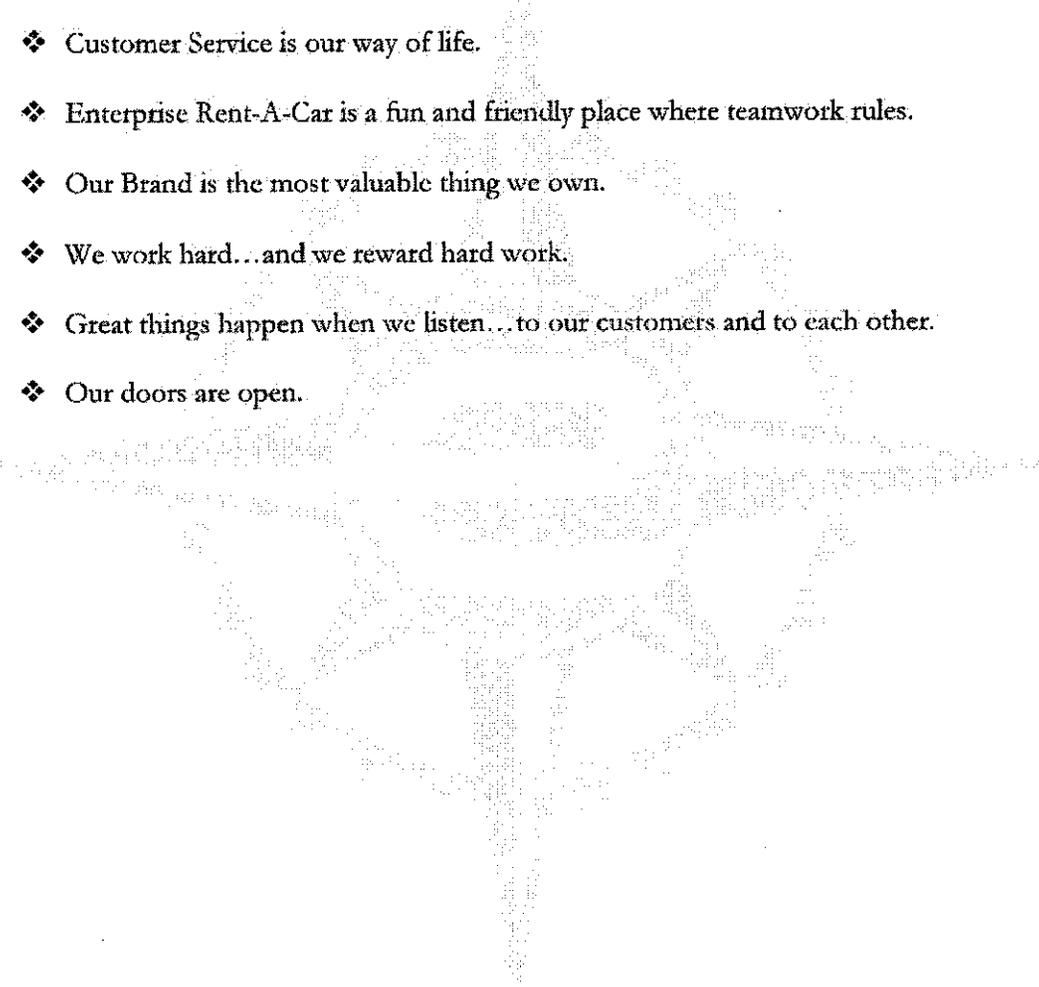
Our Mission and Values
Enterprise Rent-A-Car Profile
Enterprise Scope of Services
Price Proposal
Enterprise Contact & Qualifications
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Certificate of Insurance
Offeror's Certification
Certified Resolution
Non-Collusive Affidavit
Qualification Statement
Foreign Corporations Form (Not Applicable)

The information contained in this proposal is copyrighted or otherwise proprietary and is the property of Enterprise Rent-A-Car Company. Any unauthorized use, dissemination, or copying of these materials is strictly prohibited. If these materials have been provided to your pursuant to your business dealings with Enterprise Rent-A-Car Company or any of its subsidiaries then you are hereby notified that such information is provided solely for your use pursuant to such business relationship and that any further dissemination, distribution, copying or use of this information is prohibited. If you have received an unauthorized copy of this document or any part thereof, then please immediately return the original and all copies to 600 Corporate Park Drive, St. Louis, MO 63105, Attn: Legal Counsel.

Our Mission

“Our mission is to fulfill the automobile rental, leasing, car sale and related needs of our customers and, in doing so, **exceed their expectations for service, quality and value.** -We will strive to earn our **customers' long-term loyalty** by working to deliver more than promised; being honest and fair; and 'going the extra mile' to provide exceptional personalized service that creates a pleasing business experience. -We must **motivate our employees** to provide exceptional service to our customers by supporting their development, providing opportunities for personal growth and, amply compensating them for their successes and achievements. We believe it is critical to our success to promote managers from within who will serve as examples of success for others to follow. Although **our goal is to be the best and not necessarily the biggest or the most profitable,** our success at satisfying customers and motivating employees will bring growth and long-term profitability.”

Our Values

- ❖ We strengthen our communities, one neighborhood at a time.
 - ❖ Personal honesty and integrity are the foundation of our success.
 - ❖ Customer Service is our way of life.
 - ❖ Enterprise Rent-A-Car is a fun and friendly place where teamwork rules.
 - ❖ Our Brand is the most valuable thing we own.
 - ❖ We work hard...and we reward hard work.
 - ❖ Great things happen when we listen...to our customers and to each other.
 - ❖ Our doors are open.
- 

Enterprise Rent-A-Car Profile

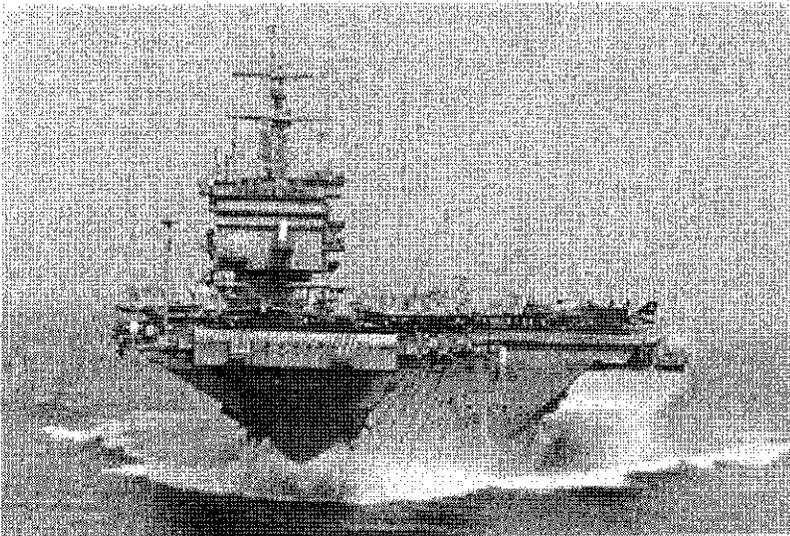
Enterprise Rent-A-Car is a family owned business founded in 1957 by Jack Taylor in the basement of a Midwest car dealership. We remain privately held with no franchises and operate on a decentralized structure.

Enterprise, \$9 billion international transportation leader, is the largest rental car company in North America, in fleet size and locations, with more than 6,500 offices in the United States, Canada, Germany, Ireland and the United Kingdom. We have over 600,000 vehicles, foreign and domestic, including luxury cars, SUVs, trucks and vans in our fleet.

Since 1995, we've grown from one on-airport location to more than 230 today, and we continue to open more on-airport locations each month.

In 1995, with a renewed commitment to customer service, we outsourced a company to measure our success in completely satisfying our customers; we call our measurement ESQI, Enterprise Service Quality index. We have ranked highest in customer satisfaction by **J.D. Power and Associates** for rental car companies at or near airports in 1999, 2000, 2001, 2002, 2004, 2005 and 2006.

Enterprise has earned many awards, including being named "**Best Rental Car Company**" by *Entrepreneur* magazine, and being ranked No. 16 on the *Forbes*' "500 Largest Private Companies in America" list.



As a fighter pilot in WW II, Jack Taylor flew combat missions from the U.S.S. Enterprise. Little did he know then that the name would play an important part in his life. Like the U.S.S. Enterprise, our company is a competitive team that plays by the rules and pushes relentlessly for victory after victory.

Enterprise's Scope of Services

Enterprise Rent-A-Car® has been in the rental car business for 50 years and has had years of experience doing business with different government entities and municipalities. Currently we are the preferred nation-wide provider for the GSA Schedule contractors.

Business Rental Program Objectives:

- **Excellent Customer Service**

At Enterprise, a high level of customer service is not a goal, but a requirement. From the very beginning it has been understood that great service is the foundation on which long lasting business relationships are built.

- **Professional Employees**

Our highly qualified employees are college educated, career-minded, professionally attired individuals, who understand the unique needs of our Business Rental customers, and will always treat you as the valued customer you are.

- **Vehicles/Flexibility**

Enterprise carries over 600,000 vehicles with more than 100 makes and models, both foreign and domestic. With over 200 locations in South Florida, renters are able to switch out vehicles within the pricing groups provided at anytime. Enterprise also has the flexibility to replace vehicles that are not of the same make, model, and color for the renter's specific needs. Enterprise is also able to provide vehicles with low mileage, keeping in mind the longevity of the operation. Enterprise provides the flexibility to take a vehicle out of state for official use upon prior notification to the renting location.

- **Maintenance**

Enterprise can maintain the vehicles provided under this program, both as to mechanical repairs and routine maintenance. When a vehicle is down for service, a replacement or loaner vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the downed vehicle is repaired. As an extra note, Enterprise has the luxury of allowing branches to share vehicles when needed from any location in the same region.

- **24 Hour Roadside Assistance**
In the unlikely event of a mechanical problem, during non-business hours, renters are able to call our 24 hour roadside assistance's toll free number at (800) 307-6666. In the South Florida area, there are more than 200 Enterprise locations. Enterprise is within 15 miles of 90% of the United States population.
- **Confidentiality**
Given the nature of the use of the vehicles, Enterprise will ensure total confidentiality of the vehicles and the users of such vehicles.
- **Express Service**
As a member of our business rental program, prompt check in and check out is provided at our locations.
- **Billing Options**
Enterprise Rent-A-Car® is able to invoice the different entities participating in this RFP on a monthly basis.
- **One Point of Contact**
City of Coral Springs will have a local point of contact, Fal Parsana, located at the regional office in Lauderdale Lakes. Enterprise has 12 similar Sales Managers who oversee specific territories in South Florida, who would be a direct contact for the respective agencies participating in the RFP. Besides, due to our decentralized decision making, local Branch, Area Managers and Sales Managers are able to make prompt decisions so you can expect the same level of service wherever you or your employees may travel or have special needs.



Price Proposal

Please note that the second group is provided in order to provide flexibility and cost savings to all the Agencies involved.

Total Estimated Annual Number of Vehicles Used	Group #	Description of Vehicles Offered (if different than groups I and/or II)	Cost per Month For Each Vehicle Without Insurance	Total Annual Number of Months (#of vehicles x 12 mos.)	Total Annual Extended Cost of Vehicles (cost per vehicle x total annual # of mos.)
102	Group I Sedan/Small SUV/Mini Vans or Equivalent	Pontiac Gran Prix, Nissan Altima, Chevy Malibu, Dodge Magnum, Dodge Caravan, Ford Freestyle, Jeep Liberty, Ford Escape or Similar	\$ 720.00 Per Month	1224 Months	\$ 8,812,800.00
	Group II Mid Size SUV/Pick up Truck/Premium Sedans	Nissan Xterra, Ford Explore, Chevy Trailblazer, Jeep Cherokee, Ford F150, Dodge Ram 1500, Nissan Maxima, Dodge Charger or Similar	\$ 775.00 Per Month		
17	Group III Luxury/Large SUV or Equivalent	Chevy Tahoe, Dodge Durango, Chevy Suburban, Nissan Armada or Similar	\$ 900.00 Per Month	204 Months	\$ 183,600.00

Miles allowed per vehicle per month: 3000

Excess mileage charge per vehicle (for miles over number allowed per month):
\$.20/miles



Additional Pricing Items:

Group #	Cost Per Month For Each Leased Vehicle With Insurance And With Third (3 rd) Party Coverage	Cost Per Month For Each Leased Vehicle With Insurance And Without Third (3 rd) Party Coverage
Group I Sedan/Small SUV/Mini Vans or Equivalent	\$ 850.00 Per Month	\$ 750.00 Per Month
Group II Mid Size SUV/Pick up Truck/Premium Sedans	\$ 915.00 Per Month	\$ 815.00 Per Month
Group III Luxury/Large SUV or Equivalent	\$ 1050.00 Per Month	\$ 950.00 Per Month

Enterprise Contact & Qualifications

Fal Parsana
Corporate Sales Manager
2150 North State Rd. 7
Lauderdale Lakes, FL 33313
Ph: 954-318-1343
Cell: 954-410-0666
Falguni.D.Parsana@Erac.com

www.enterprise.com

Fal Parsana has been with Enterprise Rent-a-Car for 6 years. She began her career as a Management Trainee and moved up the ranks based on her performance. She has managed 4 locations including the Fort Lauderdale International Airport (one of the largest airports in the U.S.). Her relationship with all her accounts has helped grow the business and strengthened her customer's loyalty to use Enterprise Rent-A-Car® as the preferred rental provider. Moreover, Fal Parsana graduated with a Bachelors and a Masters (MBA) in Business Administration.

Fal Parsana will be easily accessible and is willing to be actively involved with all aspects of the contract. Fal currently oversees 5 accounts in Broward County with similar needs. Thus, she is fully aware of the needs/expectations and the sensitivity of such an operation. Locally, we also have Branch Managers at home city branches as well as support from other Sales Managers in their respective territories (10-12 Sales Managers in the S. Florida area) to service the highly sensitive needs of this contract.

***“Never Promise More Than You Can Deliver...
Always Deliver More Than You Promise.”***

- Jack Taylor



REFERENCES

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

BIDDER (COMPANY NAME): Enterprise Leasing Company, a Florida Corporation
ADDRESS: 2150 North State Road 7, Lauderdale Lakes, FL 33313
TELEPHONE NO: (954) 318-1324
CONTACT PERSON: TITLE: Fal Parsana – Corporate Sales Manager
NUMBER OF YEARS IN BUSINESS: 50 Years
ADDRESS OF NEAREST FACILITY: 2222 North University Drive, Coral Springs, FL 33071

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

1. COMPANY NAME: City of Fort Lauderdale Police Department
ADDRESS: 100 North Andrews Ave., Fort Lauderdale, FL 33301
TELEPHONE NO: (954) 828-5524
CONTACT PERSON: Patrick Lynch TITLE: Public Safety Grants Mgr.
DATE PRODUCTS SOLD: March '06 to Present

2. COMPANY NAME: City of Davie Police Department
ADDRESS: 1230 South Nob Hill Road, Davie, FL 33324
TELEPHONE NO: (954) 693-8200
CONTACT PERSON: Captain Craig Richards TITLE: Captain
DATE PRODUCTS SOLD: September '06 to Present

3. COMPANY NAME: City of Plantation Police Department
ADDRESS: 451 N.W. 70th Terrace
TELEPHONE NO: (954) 797-2700
CONTACT PERSON: Captain Eric Funderburk TITLE: Captain
DATE PRODUCTS SOLD: June '03 to Present



INSURANCE:

**In Reference to section 15.2 of the Undercover Vehicle Leasing Services For S.E.
Florida Government Purchasing Cooperative Group RFP No. 07-C-169**

Enterprise Rent-A-Car® is not able to provide certified copies of all insurance policies as it conflicts proprietary information. Please refer to the attached Certificate of Insurance as evidence.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED

DATE: (MM/DD/YYYY) 06/26/2007

INSURERS:

PRODUCER **Marsh USA Inc.**
 or BROKER: **600 Corporate Park Dr.**
St. Louis, MO 63105
Phone: (314) 512-2133
Fax: (314) 512-4038

A: Discover Property & Casualty Ins. Company

B: Fidelity & Guaranty Insurance Company

C:

D:

E:

INSURED:

Enterprise Rent-A-Car Company et al.
600 Corporate Park Drive
St. Louis, MO 63105

THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD LISTED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF LIABILITY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED BELOW IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES:

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL CLAIMS MADE <input checked="" type="checkbox"/> OCCURENCE <input type="checkbox"/> -----	D002L00271	9/1/2006	9/1/2007	Each Occurence \$1,000,000 Fire Damage Med Expense Personal Adv Injury General Aggregate \$1,000,000 Products-Comp/OP
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				Bodily Injury per Person Bodily Injury per Acc. Property Damage:
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				Each Auto: Each Accident: Aggregate:
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA OTHER THAN <input type="checkbox"/> UMBRELLA FORM				Each Occurence: Aggregate:
B	WORKERS COMPENSATION EMPLOYERS LIABILITY	D002W00528	9/1/2006	9/1/2007	WC Each Accident: \$1,000,000 Disease-Policy Limit: \$1,000,000 Disease-Each Employee \$1,000,000
					LIMIT

DESCRIPTION:

City of Coral Springs, Town of Davie, City of Boca Raton, City of Ft Lauderdale, City of Coconut Creek, City of Lauderdale, City of Riviera Beach, City of Miami Gardens and City of Hollywood are named as additional insureds as their interest may appear. Waiver of subrogation included where required by written contract.

GPBR: 41CC

[Handwritten Signature]

HOLDER:

The City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

CANCELLATION:

SHOULD ANY OF THE ABOVE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:



OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 27th day of June, 2007.

Enterprise Leasing Company, A Florida Corporation
Printed Name of Corporation

Florida
Printed State of Incorporation

By: [Signature]
Signature of President or other authorized officer

Tori L. Patrick
Printed Name of President or other authorized officer

(CORPORATE SEAL)

ATTEST:

By _____
Secretary

2150 North State Road 7,
Address of Corporation
Lauderdale Lakes, FL 33313
City/State/Zip
954-318-1324
Business Phone Number

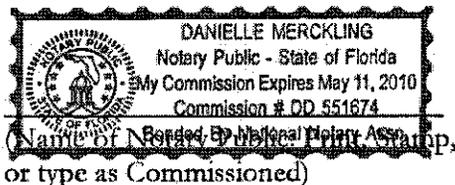
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 27th Day of June, 2007, by

Fal Parsana (Name), Corporate Sales Manager (Title) of Enterprise Leasing Company, A Florida Corporation (Name of Company) on behalf of the corporation, who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC





CERTIFIED RESOLUTION

I, Fal Parsana (Name), the duly elected Corporate Sales Manger of Enterprise Leasing Company, A Florida Corporation (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

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

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

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

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

NAME

TITLE

SIGNATURE

Tori Patrick

Regional Vice President

Melissa Malone

Regional Business Manager

Given under my hand and the Seal of the said corporation this 27th day of June 2007

(SEAL)

By: _____
Secretary

Corporate Title



NON-COLLUSIVE AFFIDAVIT

State of Florida

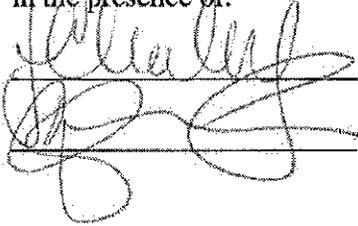
)ss.

County of Broward

Fal Parsana being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:



By: 

Fal Parsana
(Printed Name)

Corporate Sales Manager
(Title)

ACKNOWLEDGEMENT

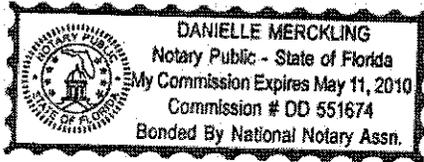
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 27th day June 2007, by ,
who is personally known to me or who has produced as identification and who did (did
not) take an oath.

WITNESS my hand and official seal



NOTARY PUBLIC



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



QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

SUBMITTED BY: Enterprise Leasing Company, A Florida Corporation

NAME: Fal Parsana

Circle One

ADDRESS: 2150 North State Road 7, Lauderdale Lakes, FL 33313

Corporation

Partnership

TELEPHONE NO. 954-318-1324

Individual

Other

FAX NO. 954-484-7772

E-MAIL ADDRESS: falguni.d.parsana@erac.com

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

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

The address of the principal place of business is: 2150 North State Road 7,
Lauderdale Lakes, FL 33313

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

a. Date of Incorporation: March 13, 1976

b. State of Incorporation: Florida

c. President's name: Andy Taylor

d. Vice President's name: Pam Nicholson

e. Secretary's name: Mark Litow

f. Treasurer's name: Bill Snyder

g. Name and address of Resident Agent: Fal Parsana
2150 North State Rd. 7, Lauderdale Lakes, FL 33313

3. If Proposer is an individual or a partnership, answer the following: **NOT APPLICABLE**

a. Date of organization:

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

c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **NOT APPLICABLE**

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **NOT APPLICABLE**

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

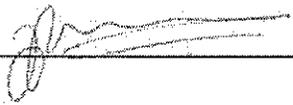
* Fifty Years

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

NOT APPLICABLE



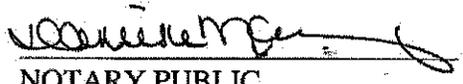
THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS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

Signature _____ 

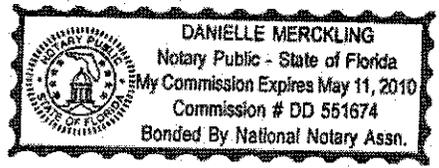
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 27th day of June, 2007 by Fal Parsana of Enterprise Leasing Company, a Florida Corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



NOTARY PUBLIC



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

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM
NON APPLICABLE**

DEPARTMENT OF STATE CORPORATE CHARTER NO.

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

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

(I) _____ Partnership, Joint Venture, Estate or Trust

(II) _____ Sole Proprietorship or Self-Employed

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

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER