

COMMODITIES CONTRACT AWARD

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Contract Name

UNDERCOVER VEHICLE RENTAL SERVICES

Solicitation No.	Initial Period Covered	Master Blanket No.
17-C-053 (SEFGP Co-Op)	9/1/2017 – 8/31/2019	180891

Awarded Vendor:	Terms:
Enterprise Leasing Company of Florida, LLC 5105 Johnson Road Coconut Creek, FL 33073 Attn: Christopher Gaba Tel: 954-514-3835 Email: Christopher.gaba@ehi.com	P-Card Accepted? No

Insurance Coverage Required:	No
Authorized Purchases:	\$502,320.00
Approved by City Commission:	12/19/2017 CAM #17-1468
Extension Options:	Yes Qty 2 / 1 -Yr Extensions

ITEMS:

See attached pricing sheets.

Department & Contract Coordinator: Police / Lynette Falzone / X6651

Procurement Specialist: Adam Makarevich, X5073

Approved by: City Commission



Preferred Rate Agreement

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

Contract No: Coral Springs 17-C-053

BASE RENTAL CHARGES

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

[Signature page follows]

ENTERPRISE

By _____
Name: ~~Jason Nissan~~ Jay Ryan
Title: Vice President of Rental
Date: 7/24/17

CUSTOMER

By _____
Name: Walter G. Campbell Jr.
Title: Mayor
Date: July 19, 2017

Approved as to Form.



Assistant City Attorney