



**THE CITY OF DAYTONA BEACH  
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451  
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080  
Fax (386) 671-8085

**REQUEST FOR PROPOSALS  
INVITATION**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received in the office of the Purchasing Agent, Daytona Beach City Hall, Room 146, 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, until **July 26, 2018 at 2:00 PM**, at which time they will be publicly opened for the following:

**CAR, PICK-UP TRUCK, AND SUV RENTALS FOR  
DAYTONA BEACH POLICE DEPARTMENT**

**AWARD OF CONTRACT** subject to the Purchasing Code of the City of Daytona Beach.

**THE RFP MAY BE OBTAINED** on-line at <http://purchasing.codb.us> by clicking on the link to "Public Solicitations" or as a hard copy at the office of the Purchasing Agent City Hall, 301 South Ridgewood Avenue, Room 146, Daytona Beach, FL 32114.

**SCOPE OF WORK:** The City will enter into one or more 3 year contracts with options to renew for two 1-year terms, to furnish up to 10 rental vehicles for the Daytona Beach Police Department on a monthly basis.

**THE CITY RESERVES THE RIGHT** to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof, when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered. No proposer may withdraw their proposal for a period of sixty (60) days after the date of the opening of proposals. This time period is reserved for the purpose of reviewing proposals and investigating the qualifications of the proposers.

**PROPOSALS SHALL BE ADDRESSED** to the City of Daytona Beach, Purchasing Agent, 301 South Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114, and all proposals shall have the following plainly marked on the outside of the envelope:

PROPOSAL FOR: **Car, Pick-up Truck, and SUV Rentals for Daytona Beach Police  
Department**  
PROPOSAL NO: **0118-2070**

**THE CITY OF DAYTONA BEACH  
BY: JOANNE FLICK, CPPO  
PURCHASING AGENT  
ISSUED: July 6, 2018**

**THE CITY OF DAYTONA BEACH  
REQUEST FOR PROPOSALS  
CAR, PICK-UP TRUCK, AND SUV RENTALS FOR DAYTONA BEACH POLICE  
DEPARTMENT  
No. 0118-2070**

**GENERAL CONDITIONS**

**THIS IS NOT A BID.** This is a Request for Proposals for non-professional services issued in accordance with the City of Daytona Beach Code Chapter 30, Article II, Division 3, "Source Selection and Contract Formation". The Request for Proposal specifies the services needed, and lists the criteria upon which the Proposal responses will be evaluated. When received, Proposals will be reviewed and ranked in order, beginning with the one deemed most advantageous to the City. Contract negotiations will commence with the selected Proposer(s). Upon completion of satisfactory negotiations, the contract negotiated that best meets the needs of the City will be recommended for award to the City Commission. A copy of Chapter 30 may be obtained upon request.

**GENERAL CONDITIONS**

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your Proposal, please follow these instructions. One original and five (5) copies of all Proposal sheets must be executed and returned, unless otherwise directed. **Provide one pdf copy of the Proposal in its entirety on cd, dvd, or other electronic media.** All Proposals not in compliance with the conditions specified herein are subject to rejection.
  
2. **PROPOSAL ENVELOPE:** All Proposals must be returned in a sealed box or envelope addressed to the City of Daytona Beach and should contain on the outside the following information:
  - a. Name and address of Proposer
  - b. Proposal Number 0118-2070
  - c. Date and time of Proposal opening

**PLEASE NOTE:** The address of the Purchasing Division is:

Daytona Beach City Hall  
301 South Ridgewood Avenue  
Room 146  
Daytona Beach, FL 32114

3. **REQUESTS FOR INTERPRETATIONS.** If the Proposer is in doubt as to the meaning of any of the RFP Documents or other Contract Documents included in this solicitation, the Proposer may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation

for delivery of the completed Proposal. Such requests must be received 10 days prior to Proposal opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Proposal Documents.

No oral clarification or interpretation will be binding.

4. **EXECUTION OF PROPOSAL**: The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all sheets requiring the Proposer's name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.
5. **PROPOSAL OPENING - LATE PROPOSALS**: Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Purchasing Agent prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.
6. **WITHDRAWAL OF PROPOSALS**: Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.
7. **CONSIDERATION OF PROPOSALS**: Telephonic, electronic, or faxed Proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.
8. **COOPERATIVE PURCHASING**: All proposers awarded contracts from this RFP are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.
9. **GENERAL REVIEW PROCEDURES**: The Purchasing Code, Chapter 30, Code of the City of Daytona Beach, sets forth the general review procedures for competitive sealed proposals. Under the Purchasing Code, the City Manager is

required to evaluate and rank responsive Proposals in accordance with the criteria identified in the RFP. Before submitting a recommendation for final action on this RFP to the City Commission, the City Manager is authorized to “shortlist” and negotiate with one or more of the Proposers who submitted the highest ranked Proposals. As part of these negotiations, the City Manager may request revised Proposals from shortlisted Proposers.

The City Manager has adopted a policy delegating the task of initially ranking responsive Proposals to a Selection Committee. The Selection Committee may require personal interviews with Proposers before submitting its recommendations to the City Manager.

10. **LOCAL PREFERENCE:** Pursuant to the Purchasing Code, preferences may be given in the evaluation of responsive Proposals to Local Vendors. A “Local Vendor” is a vendor which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date Proposals were received for the contract at issue, which generally provides from such permanent place of business the kinds of services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

In order to qualify as a Local Vendor, the Proposer must submit a properly completed Local Vendor affidavit as part of its Proposal. A Proposer who fails to properly complete and sign this affidavit or submit it with the Proposal will not be considered for local preference in this RFP. The City is the ultimate arbiter as to whether the Proposer qualifies as a Local Vendor; and the City may require the Proposer to submit additional documentation verifying that the Proposer qualifies as a Local Vendor.

A Proposer qualifying as a Local Vendor will be given the following Preferences:

- a. At the City’s discretion, the Proposer may be given bonus points of up to 10% of the total available points used to score Proposals for purposes of ranking them. The ranking process is described further in Paragraph 8, above. The exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors.
- b. After the Selection Committee has evaluated and ranked Proposals, if the highest-ranked Local Vendor’s Proposal would not otherwise be among the list of the highest-ranked Proposals submitted to the City Manager (See Paragraph 8 above), the list will be modified to include the highest-ranked Local Vendor’s Proposal. In addition, if the evaluation criteria referenced in Paragraph 8, above, includes price, all of the Proposers on the modified short list will be given the opportunity to submit best and final fee proposals; and final ranking provided by the Selection Committee will be based on the best and final proposals. For purposes herein, the reference to “best and

final” will not serve to alter the City Manager’s authority, as referenced in Paragraph 8, above, from requiring a short listed Proposer to submit a revised Proposal.

11. **AWARD**: The award will be made by the City to the firm(s) determined to be most qualified and offering the best value to the City, which will be determined by evaluation of Proposals using the evaluation criteria contained in the RFP, and in accordance with applicable rules and regulations governing the purchase and contract adopted and established by the City, and the State of Florida.

Any contract resulting from this solicitation may, in the alternative, be awarded by the City of Daytona Beach Community Redevelopment Agency (CRA). Therefore, any bids/proposals submitted in response to this solicitation shall be deemed to be offers to the CRA as well as the City. Any final written contract may be with the CRA instead of the City.

12. **NON-COLLUSION**: By submitting a Proposal in response to the request and signing the Anti-Collusion Statement form enclosed, the Proposer represents that, should the Proposal be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations established by the City. The Proposer warrants as an integral and essential part of his/her Proposal: (a) that he/she has not participated in nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her Proposal; (b) that his/her Proposal is or is intended to be competitive and free from any collusion with any person, firm or corporation; and (c) that he/she is not a party to nor has participated in nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning Proposals, prices, terms or conditions upon which the contract(s) resulting from this acceptance is to be performed.

13. **PERMITS, ETC.**: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposals.

14. **PATENT INFRINGEMENT, ETC.**: By submission of a Proposal the Proposer certifies that the services to be furnished will not infringe any valid patent, copyright, or trademark and the successful Proposer shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the City harmless in case of any such infringements.

15. **TAXES**: All Proposals shall be exclusive of federal taxes. However, if the Proposer believes that certain other taxes are properly payable by the City, he/she may list

such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

16. **PERFORMANCE**: During the performance of the contract, the Proposer agrees as follows:
- a. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
  - b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
17. **FLORIDA PUBLIC RECORDS LAW**: Sealed proposals received by the City pursuant to the Request for Proposals will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all Proposals will be open for a personal inspection by any person pursuant to Public Records Law.

If the Proposer believes that the Proposal or any portion thereof is permanently exempt from disclosure under the public records laws, the Proposer must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Proposal. The Proposer will be contacted prior to the opening of the Proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Proposer may in writing request the return of the sealed Proposal.

18. **EVALUATION CRITERIA**: The weighted evaluation criteria >in the Scope of Work will be used to evaluate Proposals and develop a recommendation to the City Manager as described in Section 8, above. Each criterion will be scored between 1 and 5; 1=poor, 2=below average, 3=average, 4=above average, 5=excellent. Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score.

A. **Sufficiency of Inventory**

**Weight = 40**

**Submittal Requirements:**

Provide a list of all cars and trucks included in each Class as described in Scope of Work, III. Specifications, paragraph O, indicating make, model, and model year of all vehicles the Vendor considers to be included in that class. Submit a full inventory indicating quantity of all cars classified as "Class I, Compact", "Class II, Regular", "Class III, Premium" and trucks classified by the Vendor as "Class I, Midsize Pickup Truck", "Class II, 1/2, 3/4 or 1 ton Pickup Truck", or "Class III, Midsized SUVs". Indicate the average availability of each class of vehicle, taking into account the Vendor's average annual rentals in each class.

Indicate the location of the Vendor's rental location and the driving distance from that location to the Police Department at 129 Valor Blvd., Daytona Beach.

Document this distance by inclusion of a MapQuest download showing directions from the rental location to the PD including travel miles.

**B. Price**

**Weight = 30**

**Submittal Requirements:**

Complete the Price Proposal Form included in the RFP as Attachment A.

**C. Mileage Allowance and overage charge**

**Weight = 15**

**Submittal Requirements:**

Complete the Mileage portion of the Price Proposal Form, Attachment A indicating the monthly mileage allowance for each class of vehicle and the per mile charge for each mile in excess of that allowance.

**D. Approach to Scope of Work**

**Weight = 10**

**Submittal Requirements:**

Describe the Vendor's approach to this long term rental contract including any unique, special, or custom offers, options, or features that the Vendor believes sets their approach to long term rentals apart from other vendors. Explain how the rental process may be streamlined, how the billing will be managed, and other factors that serve to explain how the Vendor will manage this contract.

**E. Favorability of the Terms of the Rental Contract**

**Weight = 5**

**Submittal Requirements:**

Provide a draft of a rental agreement developed by the Vendor that fully explains all terms, conditions, and costs.

19. **REFERENCES**: The contact person(s) listed as a reference shall be someone who has personal knowledge of the contractor's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
20. **REJECTION OF PROPOSALS**: The City reserves the right to reject any or all Proposals in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The City also reserves the right to waive technical defect when in its judgment the best interests of the City thereby will be served.
21. **QUALIFYING PROPOSERS**: Prior to awarding of Proposal, the City may require submission by Proposer of complete financial statement and questionnaire

describing Proposer's financial ability and experience in performance of similar work.

22. **RULES AND REGULATIONS:** All work performed under this agreement shall be in strict compliance with local, State and Federal laws, rules and regulations. Proposer shall assume all liability for fines and penalties assessed by the authorities for any infractions.
23. **MINORITY AND WOMEN WORK FORCE PARTICIPATION:** The City has an established policy of: 1) promoting Minority and Women-Owned Business Enterprise participation in business contracts and 2) requiring Proposers doing business with the City to use good faith efforts to promote cultural diversity and minority participation in the work force, including managerial positions. Proposers must provide information as part of the Proposal acknowledging its understanding and willingness to comply with the Purchasing Code of The City of Daytona Beach.
24. **NO COSTS:** The City of Daytona Beach bears no responsibility for any costs incurred in the preparation of the Proposal.
25. **DRUG FREE WORKPLACE:** The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
26. **PROHIBITION OF LOBBYING.** Except for negotiations authorized by the City Purchasing Code, the Consultants Competitive Negotiations Act, or other state or federal law, lobbying by the Proposer, or the Proposer's principals, officers, employees, attorneys, or other agents, is strictly prohibited during the Blackout Period. Lobbying in violation of this section may cause the proposal to be rejected.

"Lobbying" means influencing or attempting to influence action or non-action in connection with this RFP or the proposal, through direct or indirect oral or written communication with the Mayor, any member of the City Commission, the City Manager, or any other City employee. The following activities are not within the definition of "lobbying," and are permitted: requests for clarification submitted to the Purchasing Agent in accordance with this RFP, discussions with the Selection Committee as part of the selection process, the submission of additional information in response to a request by the City, and addressing the City Commission during the City Commission meeting at which the contract is awarded or all Proposals are rejected.

The Blackout Period begins on the date that this RFP is issued and ends when the contract is awarded or all Proposals are rejected.

27. **SELECTION PROCESS:**



For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail notice of formal Requests For Proposals to interested Proposers.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the short-listed Proposers to clarify their Proposals may be required. These presentations will serve to explain implementation techniques integral to their written Proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the highest ranked Proposer(s) approved by the City Manager. Should the Project Manager be unable to negotiate a satisfactory contract with the any of the shortlisted Proposers, the City Manager, or designee, shall terminate such negotiations with any or all of the shortlisted Proposers and begin negotiations with remaining Proposers based on ranking, until negotiations are successful or this RFP is cancelled.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

**CAR, PICK-UP TRUCK, AND SUV RENTALS FOR  
DAYTONA BEACH POLICE DEPARTMENT**

**RFP 0118-2070**

**PROPOSAL CHECKLIST**

	Inventory of vehicles, makes, models, year, total quantity, average availability	Proposer's Format
	Rental Location	Proposer's Format
	Distance to Rental Location verified by MapQuest	MapQuest Screen Shot
	Monthly Rental Cost per Vehicle Class	Attachment A
	Mileage Allowance per Vehicle Class, Excess Mileage Cost per Mile	Attachment A
	Approach to Scope	Proposer's Format
	Draft Rental Contract	Proposer's Rental Agreement

## ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSEER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

CITY AND STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Proposer)

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
*(print name of the public entity)*  
by \_\_\_\_\_  
*(print individual's name and title)*  
for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*  
whose business address is

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or CONTRACT for goods or services, any lease for real property, or any CONTRACT for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding CONTRACT and which bids or applies to Proposal on CONTRACTs for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (*Indicate which statement applies.*)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted VENDOR list (*attach a copy of the final order.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ (Type of identification)

Notary Public - State of \_\_\_\_\_

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of Notary Public)

**LOCAL VENDOR AFFIDAVIT**

*Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.*

*A copy of the Proposer's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.*

NAME OF PROPOSER: \_\_\_\_\_

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

\_\_\_\_\_

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since \_\_\_\_\_.

*(Insert date)*

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

\_\_\_\_\_  
Signature *(Must be same person as person signing the Proposal)*

\_\_\_\_\_  
Print Name/Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

My commission expires: \_\_\_\_\_

**The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Proposer's Local Preference claim.**



**ATTACHMENT A  
PRICE PROPOSAL FORM  
RENTAL COST**

<b>Item No.</b>	<b>Description</b>	<b>Monthly Cost Per Vehicle</b>	<b>Estimated Quantity</b>	<b>Annual Cost (Monthly Cost X Estimated Quantity)</b>
1a.	Class I Compact Car	\$ _____	12 months	\$ _____
1b.	Class II, Regular Car	\$ _____	12 months	\$ _____
1c.	Class III, Premium Car	\$ _____	12 months	\$ _____
2a.	Class I Midsize Pickup Truck	\$ _____	12 months	\$ _____
2b.	Class II ½, ¾, or 1 Ton Pick Up Truck	\$ _____	12 months	\$ _____
2c.	Class III, Midsize SUV	\$ _____	12 months	\$ _____

**MILEAGE CHARGES**

<b>Item No.</b>	<b>Description</b>	<b>Mileage Allowance Per Month</b>	<b>Cost per Mile over Allowance</b>
1a.	Class I Compact Car	_____ Miles	\$ _____/mile
1b.	Class II, Regular Car	_____ Miles	\$ _____/mile
1c.	Class III, Premium Car	_____ Miles	\$ _____/mile
2a.	Class I Midsize Pickup Truck	_____ Miles	\$ _____/mile
2b.	Class II ½, ¾, or 1 Ton Pick Up Truck	_____ Miles	\$ _____/mile
2c.	Class III, Midsize SUV	_____ Miles	\$ _____/mile

## **CAR, PICK-UP TRUCK, AND SUV RENTALS FOR DAYTONA BEACH POLICE DEPARTMENT**

### **I. BACKGROUND**

A. The City will enter into a 3 year contract with options to renew for two 1-year terms, to furnish Rental Vehicles for the Daytona Beach Police Department (“PD”). The City requires a consistent source of vehicles under a rate schedule established for the duration of the contract.

B. The City of Daytona Beach Police Department rents passenger cars and pick-up trucks for use in its undercover operations. Rental of vehicles permits the PD to have access to a variety of vehicle makes and models, providing undercover operations with the anonymity required for effective policing.

C. Historically, the PD has rented up to 10 vehicles concurrently on a monthly basis under various public agency contracts held by Enterprise Leasing Co. of Orlando, LLC.

D. The rented vehicles will be used for investigations and undercover work and will not be used for pursuit, nor will they be used for transportation of suspects. The vehicles will be primarily used within the boundaries of the state of Florida.

E. Due to the nature of investigative and undercover work, utmost discretion is required of the Vendor.

### **II. SCOPE OF WORK**

A. The Vendor will rent approximately 10 passenger vehicles to the City on a month to month basis. Total rental period of each vehicle is anticipated to span one year, however, the City does not guarantee the duration of any rental period for any vehicle(s).

B. The Vendor will permit the PD to exchange any vehicle for an equivalent vehicle at the same monthly rate during the monthly rental period for any reason.

C. The Vendor will establish a monthly mileage allowance for each vehicle, and a per-mile price for each mile in excess of the allowance. The Vendor will list any excess mileage on the monthly rental invoice, specifying for which vehicle the mileage allowance was exceeded.

D. The Vendor will offer an inventory of passenger cars and pick-up trucks available for rent, sufficient to provide a wide variety of vehicle makes, models, and colors, allowing the PD to exchange vehicles as needed to maintain the confidentiality of its undercover officers.

E. The Vendor will provide insurance in accordance with the Insurance Requirements attached as Attachment B.

### **III. SPECIFICATIONS**

A. Unless otherwise specified, any reference to a particular trademark, brand name, patent, design, type, specification, producer, or supplier is not intended to restrict this solicitation to any manufacturer or proprietor or to constitute an endorsement of any goods or services, and the City may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

B. The Vendor will offer vehicles equivalent in size, horsepower, and options to the vehicles listed in Section III.O., below.

C. The Vendor will rent vehicles that are no more than two (2) years older than the current model year (i.e. in year 2018, rented vehicles may be 2018, 2017, or 2016 model year vehicles). All vehicles rented under this contract will have an odometer reading of 30,000 miles or less at the commencement of the rental period for that vehicle.

D. The Vendor will identify a primary contact or account representative to provide assistance with questions, problems, and/or service needs during the contract term.

E. The Vendor shall include in the monthly rental rates the total cost of rent per vehicle per month. The Vendor will waive any security deposits on City-rented vehicles.

F. The Vendor shall pay all tag fees for vehicles rented under the contract. The Vendor will ensure all vehicles rented by the City are currently registered, tagged, and insured and all applicable fees paid.

G. The Vendor will have rental inventory available for pick-up at a location within 15 travel miles of the Police Department, 129 Valor Blvd., Daytona Beach. Vendors located outside the 15 travel mile limit will deliver the vehicles to The Daytona Beach Police Department at no additional cost. The Vendor will provide replacement vehicles to the PD within three business days of the City's written notification of the PD's request to the Vendor's primary contact to exchange a vehicle.

H Maintenance. The Vendor will deliver vehicles that are properly serviced, clean, and in first class operating condition. These pre-delivery services will include but are not limited to the following:

1. Complete lubrication
2. Check all fluid levels to assure proper fill

3. Adjustment of engine to proper operating conditions
4. Inflate tires to proper pressure
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical features.
6. Focusing of headlights.
7. Cleaning of vehicles and removal of all unnecessary tags, stickers, etc.

I. The Vendor will furnish reliable vehicles in good working condition. The Vendor will permit the City to inspect the vehicle inventory prior to contract award to determine the operating condition of the rental vehicles, sufficient rental vehicle inventory, and compliance with the terms and conditions of the contract.

J. The Vendor will provide vehicles with a full fuel tank. The City will supply fuel for all vehicles during the rental period. The Vendor will provide vehicles that use regular, unleaded gasoline, and will list any special fuel requirements with each vehicle on Attachment A.

K. The Vendor will provide regular maintenance of all vehicles during the rental award term. The Vendor will provide written notice of required preventative maintenance to Sergeant James Ziehl, Sergeant of Special Investigations Unit, phone 386-671-5260, email ZiehlJames@dbpd.us at least 7 days prior to scheduling maintenance at a mutually agreeable date and time.

L. The Vendor will provide an emergency roadside assistance plan to provide such services as but not limited to towing, battery jumps, and tire changes.

M. The Vendor will permit the Police Department to make any window modification necessary (i.e., tinting). The Vendor will remove any window modifications at their option, at the conclusion of the rental period for any vehicle.

O. The Vendor will provide passenger cars, pick-up trucks, and Sport Utility Vehicles (SUVs) for rent. The Vendor will provide one price for all vehicles within the same class specified below. The Vendor will list all makes and models of rental vehicles offered within the classes listed.

1. Automobiles
  - a. Class I Compact
  - b. Class II Regular
  - c. Class III Premium

2. Trucks and SUVs

- a. Class IV Midsize Pickup Truck
- b. Class V  $\frac{1}{2}$ ,  $\frac{3}{4}$ , or 1 Ton Pickup Truck
- c. Class VI Midsize SUVs

## **Attachment B REQUIRED INSURANCE**

Vendor will provide and maintain at Vendor's sole expense, insurance of the kinds of coverage and in the amounts set forth in this Attachment, primary and non-contributory with the City's own insurance, in form and from companies satisfactory to the City.

(a) Coverage and Amounts. Subject to paragraph (b), below, required coverages and amounts are as follows:

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440 (and any other applicable federal laws), for all employees of Vendor, employed at the site of the service or in any way connected with the services being provided under this Contract. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability insurance with limits of not less than \$500,000 per occurrence, project specific. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the services being provided under this Contract. The Commercial General Liability shall name the City of Daytona Beach as additional insured.

(3) Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Vendor at the site of the project or in any way connected with the services being provided under this Contract.

The limit of liability under the commercial general liability and automobile liability policies will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence, project specific. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000, project specific. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Vendor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or sub-contractor providing such insurance.

(b) Subcontractors' Insurance. Each of Vendor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of Vendor above based on services provided.

Required Changes in Coverage and Amounts of Coverage. The City may at any time require Vendor to increase the amount of coverage, change the terms of coverage, and provide additional

or different types of coverage, as the City may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Vendor's policies. Vendor must comply with such requirements within 30 days after the City's demand.

(c) Reasonable Deductible. Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Vendor to the City and approval from the Risk Manager for the City is given, which approval shall not be unreasonably withheld or delayed.

(d) Proof of Insurance. Vendor will furnish proof of the required forms and coverages referenced above to the Risk Manager for the City prior to or at the time of execution of this Contract. Vendor will not commence work until all proof of such insurance has been filed with and approved by the Risk Manager. Vendor will furnish proof of any new or amended coverages to the Risk Manager promptly upon being directed to do so. The City may require Vendor to halt operations until Vendor has provided such insurance.

(e) Form of Evidence of Coverage. Vendor will furnish evidence of all required insurance in the form of certificate of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by Risk Manager, Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the Risk Manager.

Anything to the contrary notwithstanding, the liabilities of the Vendor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration, limitation, exclusion or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the vendor or its sub-contractors from responsibility to provide insurance as required by the contract.

(f) Replacement Required. Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If such insurance will lapse, the City expressly reserves the right to renew the insurance at Vendor's expense.

(g) Termination of Insurance. Vendor may not cancel the insurance required by this Contract until all services are completed, accepted by the City, and Vendor has received written notification from the Risk Management Division of the City that

Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be cancelled.