

SECTION 4 BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Submission of Bids electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Due Date and Time. Hard copy sealed Bids must be received on or before the Due Date and Time (local time) at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Bids will be publicly opened at City Hall unless otherwise specified. Each Bid submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary, one duplicate hard copy, and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format.

If the Solicitation Summary is not included in the package as a hard copy, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: 2018-019

Title: LEASE AGREEMENT; PD VOLUNTEER VEHICLES

Due Date and Time: December 19, 2017 @ 2:00 PM

Enterprise Fleet Management, Inc.

Name of Bidder

SECTION 5 PRICING SCHEDULE

5.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

NEW VEHICLE: All items of cost are to be included in the lease price bid. Costs normally considered as pass through costs to the customer by the vendor must be included in the bid price. NO additional costs will be allowed or paid during the term of the contract or upon contract termination.

All bids submitted are to be FOB Destination.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Florida and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Florida. Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Pricing for vehicle makes and models in which service and parts are readily available in the United States and are acceptable. However, Bidder may only submit one manufacturer and one model in response to this Solicitation.

5.2 LEASE PRICING: per the specifications included Note-Do Not give a price range for the Monthly Lease Rate Per Vehicle.

Manufacturer: Ford

Model: Fusion

Item	DESCRIPTION	TOTAL - OPTION 1: 12,000 miles per year	TOTAL - OPTION 2: 10,000 miles per year
1	MONTHLY LEASE RATE (for 12 vehicles)	\$ 338.07	\$ 331.44
2	12 MONTH LEASE RATE PER VEHICLE (Item 1 X 12)	\$ 4,056.84	\$ 3,977.28
3	SECURITY DEPOSIT PER VEHICLE	\$ 0	\$ 0
4	12 MONTH COST PER VEHICLE (Sum of Items 2 and 3)	\$ 4,056.84	\$ 3,977.28
5	TOTAL 12 MONTH COST FOR 12 VEHICLES (including deposit)	\$ 48,682.08	\$ 47,727.36
6	TOTAL 36 MONTH COST FOR 12	\$ 146,046.24	\$ 143,182.08

	VEHICLES (including deposit)		
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TOTAL ³⁶ MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: One hundred and forty six thousand and forty six dollars and twenty four cents. Option 2: One hundred and forty three thousand one hundred and eighty two dollars and eight cents
 TOTAL ~~36~~ MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: Forty eight thousand six hundred and eighty two dollars and eight cents. Option 2: Forty Seven thousand Seven hundred and twenty seven dollars and thirty six cents

5.3 LEASE FEES: OPTIONAL FEATURES

Item	Description	Additional Fee Per Vehicle to be added to Monthly Lease Rate
1	Cruise Control	\$ 0
2	Power driver's seat adjustment	\$ 0

5.4 LEASE FEES: EXCESS MILEAGE

Item	Description	Per each mile over the lease allotment
1	Excess mileage fee	\$ 0.08

- 5.5 Terms of Warranty: Terms of warranty must be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty coverage may be considered as a factor in determining the award of the contract.

Warranty Terms: Optional full maintenance. Please see attached for details.
Option 1 \$27.35 per month. Option 2 \$19.61 per month

- 5.6 Delivery Guarantee: Number of days/weeks for delivery after receipt of purchase order.

*see note
 Delivery will be made in below ☐ Days ☐ Weeks

Bidder Name: Enterprise Fleet Management

Signature: 

Printed Name: Brett Frazee, VP of Fleet Management

*Please note that we will make a good-faith effort to provide vehicles within eight to 20 weeks. Circumstances outside of our control, particularly relating to manufacturer inventory, may delay our ability to deliver vehicles within a specified time frame. Order-to-delivery expectations are set by each manufacturer for each vehicle model, and the Enterprise ordering team in St. Louis closely monitors any changes that the manufacturers make to their published lead times. Your Account Manager and/or Account Fleet Coordinator can provide the latest delivery expectations upon request.

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Pricing for vehicle makes and models in which service and parts are readily available in the United States and are acceptable. However, Bidder may only submit one manufacturer and one model in response to this Solicitation.

5.2 LEASE PRICING: per the specifications included Note-Do Not give a price range for the Monthly Lease Rate Per Vehicle.

Manufacturer: Nissan

Model: 2.5 SR

Item	DESCRIPTION	TOTAL - OPTION 1: 12,000 miles per year	TOTAL - OPTION 2: 10,000 miles per year
1	MONTHLY LEASE RATE (for 12 vehicles)	\$ 333.51	\$ 326.89
2	12 MONTH LEASE RATE PER VEHICLE (Item 1 X 12)	\$ 4,002.12	\$ 3,922.68
3	SECURITY DEPOSIT PER VEHICLE	\$ 0	\$ 0
4	12 MONTH COST PER VEHICLE (Sum of Items 2 and 3)	\$ 4,002.12	\$ 3,922.68
5	TOTAL 12 MONTH COST FOR 12 VEHICLES (including deposit)	\$ 48,025.44	\$ 47,072.16
6	TOTAL 36 MONTH COST FOR 12	\$ 144,076.32	\$ 141,216.48

	VEHICLES (including deposit)		
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TOTAL 12 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: Forty eight thousand and twenty five dollars and forty four cents. Option 2: Forty seven thousand and seventy two dollars and sixteen cents.

TOTAL 36 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: One hundred and forty four thousand and seventy six dollars and thirty two cents. Option 2: One hundred and forty one thousand two hundred and sixteen dollars and forty eight cents.

5.3 LEASE FEES: OPTIONAL FEATURES

Item	Description	Additional Fee Per Vehicle to be added to Monthly Lease Rate
1	Cruise Control	\$0
2	Power driver's seat adjustment	\$0

5.4 LEASE FEES: EXCESS MILEAGE

Item	Description	Per each mile over the lease allotment
1	Excess mileage fee	\$0.08

- 5.5 Terms of Warranty: Terms of warranty must be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty coverage may be considered as a factor in determining the award of the contract.

Warranty Terms: Optional full maintenance. Please see attached for details.
Option 1: \$27.35 per month. Option 2: \$19.61 per month

- 5.6 Delivery Guarantee: Number of days/weeks for delivery after receipt of purchase order.

*see note
Delivery will be made in below ☐ Days ☐ Weeks

Bidder Name: Enterprise Fleet Management

Signature: 

Printed Name: Brett Frazee, VP of Fleet Management

*Please note that we will make a good-faith effort to provide vehicles within eight to 20 weeks. Circumstances outside of our control, particularly relating to manufacturer inventory, may delay our ability to deliver vehicles within a specified time frame. Order-to-delivery expectations are set by each manufacturer for each vehicle model, and the Enterprise ordering team in St. Louis closely monitors any changes that the manufacturers make to their published lead times. Your Account Manager and/or Account Fleet Coordinator can provide the latest delivery expectations upon request.

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Pricing for vehicle makes and models in which service and parts are readily available in the United States and are acceptable. However, Bidder may only submit one manufacturer and one model in response to this Solicitation.

5.2 LEASE PRICING: per the specifications included Note-Do Not give a price range for the Monthly Lease Rate Per Vehicle.

Manufacturer: Toyota
Model: Camry LE

Item	DESCRIPTION	TOTAL - OPTION 1: 12,000 miles per year	TOTAL - OPTION 2: 10,000 miles per year
1	MONTHLY LEASE RATE (for 12 vehicles)	\$ 348.91	\$ 342.28
2	12 MONTH LEASE RATE PER VEHICLE (Item 1 X 12)	\$ 4,186.92	\$ 4,107.36
3	SECURITY DEPOSIT PER VEHICLE	\$ 0	\$ 0
4	12 MONTH COST PER VEHICLE (Sum of Items 2 and 3)	\$ 4,186.92	\$ 4,107.36
5	TOTAL 12 MONTH COST FOR 12 VEHICLES (including deposit)	\$ 50,243.04	\$ 49,288.32
6	TOTAL 36 MONTH COST FOR 12	\$ 150,729.12	\$ 147,864.96

	VEHICLES (including deposit)		
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TOTAL 12 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: Fifty thousand two hundred and forty three dollars and four cents Option 2: Forty Nine thousand two hundred and eighty eight dollars and thirty two cents

TOTAL 36 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: One hundred and fifty thousand Seven hundred and twenty nine dollars and twelve cents Option 2: One hundred and fifty seven thousand eight hundred and Sixty four dollars and ninety six cents

5.3 LEASE FEES: OPTIONAL FEATURES

Item	Description	Additional Fee Per Vehicle to be added to Monthly Lease Rate
1	Cruise Control	\$ 0
2	Power driver's seat adjustment	\$ 0

5.4 LEASE FEES: EXCESS MILEAGE

Item	Description	Per each mile over the lease allotment
1	Excess mileage fee	\$ 0.08

- 5.5 Terms of Warranty: Terms of warranty must be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty coverage may be considered as a factor in determining the award of the contract.

Warranty Terms: Optional Full Maintenance. Please see attached for details
Option 1: \$26.05 per month Option 2: \$20.31 per month

- 5.6 Delivery Guarantee: Number of days/weeks for delivery after receipt of purchase order.

*see note
Delivery will be made in below ☐ Days ☐ Weeks

Bidder Name: Enterprise Fleet Management

Signature: 

Printed Name: Brett Frazee, VP of Fleet Management

*Please note that we will make a good-faith effort to provide vehicles within eight to 20 weeks. Circumstances outside of our control, particularly relating to manufacturer inventory, may delay our ability to deliver vehicles within a specified time frame. Order-to-delivery expectations are set by each manufacturer for each vehicle model, and the Enterprise ordering team in St. Louis closely monitors any changes that the manufacturers make to their published lead times. Your Account Manager and/or Account Fleet Coordinator can provide the latest delivery expectations upon request.

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Pricing for vehicle makes and models in which service and parts are readily available in the United States and are acceptable. However, Bidder may only submit one manufacturer and one model in response to this Solicitation.

5.2 LEASE PRICING: per the specifications included Note-Do Not give a price range for the Monthly Lease Rate Per Vehicle.

Manufacturer: Chevrolet

Model: Malibu LS

Item	DESCRIPTION	TOTAL - OPTION 1: 12,000 miles per year	TOTAL - OPTION 2: 10,000 miles per year
1	MONTHLY LEASE RATE (for 12 vehicles)	\$ 268.24	\$ 261.60
2	12 MONTH LEASE RATE PER VEHICLE (Item 1 X 12)	\$ 3,230.88	\$ 3,139.20
3	SECURITY DEPOSIT PER VEHICLE	\$	\$
4	12 MONTH COST PER VEHICLE (Sum of Items 2 and 3)	\$ 3,230.88	\$ 3,139.20
5	TOTAL 12 MONTH COST FOR 12 VEHICLES (including deposit)	\$ 38,770.56	\$ 37,670.40
6	TOTAL 36 MONTH COST FOR 12	\$ 116,311.68	\$ 113,011.20

	VEHICLES (including deposit)		
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TOTAL 12 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: Thirty eight thousand seven hundred and seventy dollars and fifty six cents. Option 2: Thirty seven thousand six hundred and seventy dollars and forty cents.

TOTAL 36 MONTH COST FOR 12 VEHICLES IN WORDS: Option 1: One hundred and sixteen thousand three hundred and eleven dollars and sixty eight cents. Option 2: One hundred and thirteen thousand eleven dollars and twenty cents

5.3 LEASE FEES: OPTIONAL FEATURES

Item	Description	Additional Fee Per Vehicle to be added to Monthly Lease Rate
1	Cruise Control	\$ 0
2	Power driver's seat adjustment	\$ 0

5.4 LEASE FEES: EXCESS MILEAGE

Item	Description	Per each mile over the lease allotment
1	Excess mileage fee	\$ 0.08


- 5.5 Terms of Warranty: Terms of warranty must be submitted with the bid, including any extension of warranty covering defects and adjustments not normally covered by the manufacturer's warranty. Warranty coverage may be considered as a factor in determining the award of the contract.

Warranty Terms: Optional full maintenance. Please see attached for details.
Option 1: \$26.92 per month. Option 2: \$19.61 per month.

- 5.6 Delivery Guarantee: Number of days/weeks for delivery after receipt of purchase order.

*see note
Delivery will be made in below ☐ Days ☐ Weeks

Bidder Name: Enterprise Fleet Management

Signature: 

Printed Name: Brett Frazee, VP of Fleet Management

*Please note that we will make a good-faith effort to provide vehicles within eight to 20 weeks. Circumstances outside of our control, particularly relating to manufacturer inventory, may delay our ability to deliver vehicles within a specified time frame. Order-to-delivery expectations are set by each manufacturer for each vehicle model, and the Enterprise ordering team in St. Louis closely monitors any changes that the manufacturers make to their published lead times. Your Account Manager and/or Account Fleet Coordinator can provide the latest delivery expectations upon request.

SECTION 6 MINIMUM QUALIFICATIONS

Each bidder shall submit information and documentation requested that confirms it meets the following qualification requirement(s). For the purposes of this ITB, a responsible Bidder is a Bidder that meets the minimum qualification requirements.

- i. Provide proof that proposer is registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify.

- ii. Bidder has been in the business for a minimum of five (5) years.

Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five years.

- iii. Bidder has provided vehicle leases for a minimum of three (3) private or public sector commercial clients in the past three years.

Provide the following information for the three qualifying clients.

- a) Client/Organization name
- b) Contact name
- c) Contact phone
- d) Contact email
- e) Lease dates (Start/End)

- iv. Bidder has no reported conflict of interests in relation to this ITB

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

END OF SECTION 6

SECTION 7
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated December 13, 2017

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Enterprise Fleet Management

Firm Name



Signature

Brett Frazee, VP of Fleet Management

Name and Title (Print or Type)

12/19/17

Date

SECTION 8
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Enterprise Fleet Management

Street Address:

Local office: 5105 Johnson Road, Coconut Creek, FL 33073

Mailing Address (if different than Street Address):

Corporate headquarters: 600 Corporate Park Drive, St. Louis, MO 63105

Telephone Number(s): 954-354-5441 - Greg Iannelli, Account Executive

Fax Number(s): 888-237-5547

Email Address: Gregory.M.Iannelli@efleets.com

Federal Employer Identification Number: 264086616

Prompt Payment Terms: _____% _____ days' net 30 days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 9

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

9.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Work Place
- e. Non-Collusion Affidavit
- f. Sample Performance Bond Format (if required, will be requested from bidder recommended for award)
- g. Sample Payment Bond Format (if required, will be requested from bidder recommended for award)
- h. Sample Letter of Credit Format (if required, will be requested from bidder recommended for award)

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Enterprise Fleet Management
Firm Name


Signature

Brett Frazee, VP of Fleet Management
Name and Title (Print or Type)

12/19/17
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Enterprise Fleet Management

Firm Name



Signature

Brett Frazee, VP of Fleet Management

Name and Title (Print or Type)

12/19/17

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

Enterprise Fleet Management

Firm Name


Signature

Brett Frazee, VP of Fleet Management

Name and Title (Print or Type)

12/19/17
Date

DRUG-FREE WORKPLACE

Enterprise Fleet Management is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Enterprise Fleet Management

Firm Name

B. Frazee

Signature

Brett Frazee, VP of Fleet Management

Name and Title (Print or Type)

12-19-17

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Brett Frazee, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is VP of Fleet Management of Enterprise Fleet Management, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB2018-019 Title: PD Volunteer Vehicles

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

- c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element 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 the City or any person interested in the proposed contract.
- d. 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to (or affirmed) before me this 18th day of December, 2018, by Brett Frazee who is personally known to me or who has produced Florida Driver License as identification.

SEAL



Notary Signature Kelley M. Duane
Notary Name: Kelley M. Duane
Notary Public (State): Florida
My Commission No: FF982962
Expires on: Aug 7, 2020

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____
_____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on

this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:

{Name of Corporation} _____
{Address} _____
{City, State, Zip} _____

BENEFICIARY:

CITY OF DELRAY BEACH
100 N.W. 1ST AVENUE
DELRAY BEACH, FLORIDA 33444

FOR U.S.D. \$ _____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF DELRAY BEACH, FLORIDA (HEREINAFTER "CDB") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF DELRAY BEACH CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY CDB IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF

CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF DELRAY BEACH TO ENFORCE THIS LETTER OF CREDIT SHOULD CDB PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____

{Address} _____

{City, State, Zip} _____

ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____

{Name} _____

{Title} _____

SECTION 10 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Invitation to Bid No. 2018-019, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. 2018-019, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

Email:

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email:

- iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Cary D. Glickstein, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

SECTION 11
EXHIBITS

None

**SECTION 12
SOLICITATION SUMMARY**

The City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB2018-019

Title: Lease Agreement; PD Volunteer Vehicles


Due Date and Time: December 19, 2017 @ 2:00 PM

Name of Bidder: Enterprise Fleet Management

Address: 5105 Johnson Road, Coconut Creek, FL 33073

Contact Person: Greg Iannelli, Account Executive

Bid Amount: \$ Please see the pricing section for various options.

Authorized Signature: 

Date: 12/19/17

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY
IN THE SEALED PACKAGE CONTAINING YOUR BID**