

AGREEMENT

This Agreement is entered into as of this _____ day of May, 2009, between the City of Pembroke Pines (hereinafter the "City") and Budget Rent A Car, a Florida corporation, (hereinafter referred to as "Budget").

RECITAL

WHEREAS, on January 13, 2009, the City advertised notice to bidders of the City's desire to award a bid and enter into an agreement to furnish rental vehicles for the Police Department's Special Investigations Unit; and

WHEREAS, on March 9, 2009, the City awarded the bid to Budget and authorized the proper City officials to negotiate and enter into an agreement with Budget to furnish said rental vehicles;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Budget and the City agree as follows:

TERMS

1. RECITALS:

The recitals are true and correct and are incorporated and made a part of this Agreement.

2. TERMS:

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years from the date of execution of this Agreement by the City, or until terminated by the City as herein set forth. The Agreement may be renewed for additional two (2) year terms upon mutual consent of both parties.

3. SCOPE OF WORK:

Budget shall furnish services as specifically set forth in RFP #PD-08-08 "Rental Vehicles". Namely, Budget will provide three (3) Type II vehicles (SUVs and pickup trucks) for the Special Investigations Unit of the Police Department.

Budget shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications, Addenda thereto and Commission award, which includes the original solicitation and Budget's Bid/Proposal/Qualifications submission and which by this reference is incorporated in and made a part of this Agreement.

Budget hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with Budget, that Budget has the professional expertise, experience and manpower to perform the services to be provided by Budget pursuant to the terms of this Agreement.

Budget assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized standards.

4. MAINTENANCE:

Budget will maintain the vehicles provided under this program, both as to all mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the maintenance/service records of all vehicles rented under this Agreement will be available to the City at any time. When a vehicle is down for service, a replacement or loaner vehicle will be provided immediately upon return of said vehicle. Budget will provide notification pursuant to vehicle maintenance schedules. In the event of an accident, a loaner or exchange vehicle will be provided during the period in which required process is being completed, as well as the time period that the program vehicle is being repaired. No additional cost to the City will be incurred for loaner or exchange vehicles during these periods.

Any vehicle identified by the City as requiring beyond industry standard maintenance will be replaced, regardless of mileage limitations.

For any vehicle becoming disabled and requiring towing service, Budget will make the arrangements for towing, and all charges for the service will be the responsibility of Budget. Towing service charge due to accidents will be the responsibility of the one responsible for said accident.

5. MILEAGE LIMITATION:

Budget will provide unlimited mileage for all vehicles driven within the State of Florida.

6. CONFIDENTIALITY:

Given the nature of the use of these vehicles, Budget will ensure total confidentiality of the vehicles and the users of such vehicles.

7. CONTRACT SUM:

The City hereby agrees to pay Budget for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Nine Hundred Ten and xx/100 Dollars (\$910.00) per month, per vehicle, which price includes the insurance as required in the RFP.

8. ACCEPTANCE OF SERVICES BY THE CITY:

The services shall be provided to the City in strict accordance with the specifications. If services do not meet specifications, Budget will pay all associated fees or costs collected to the City.

9. ACCIDENT PREVENTION AND REGULATIONS:

Precautions shall be exercised at all times for the protection of persons and property. Budget will conform to all OSHA, Federal, State, County and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements, shall be borne solely by Budget responsible for the same.

10. OWNERSHIP OF DOCUMENTS:

Budget understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Budget or which is otherwise obtained or prepared by Budget pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City. Budget agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of services by Budget under this Agreement, audit, or cause to be audited, those books and records of Budget which are related to Budget's performance under this Agreement. Budget agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

The City may, at reasonable times during the term hereof, inspect Budget's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Budget under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. Budget will make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Code of Broward County, Florida, as same may be amended or supplemented, from time to time.

12. AWARD OF AGREEMENT:

Budget represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13. PUBLIC RECORDS:

Budget understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Budget's failure or refusal to comply with the provisions of this section shall result in immediate cancellation of this Agreement by the City.

14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

Budget understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Budget agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

15. INDEMNIFICATION:

Budget will indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Budget or its employees, regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of Budget to comply with any of the paragraphs herein or the failure of Budget to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Budget expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Budget, or any of its subcontractors, as provided above, for which Budget's liability to such employee or

former employee would otherwise be limited to payments under state workers' compensation or similar laws.

16. DEFAULT:

If Budget fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Budget shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Budget, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to Budget while Budget was in default shall be immediately returned to the City. Budget understands and agrees that termination of this Agreement under this section shall not release Budget from any obligation accruing prior to the effective date of termination. Should Budget be unable or unwilling to commence to perform the services within the time provided or contemplated herein, then, in addition to the foregoing, Budget will be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the services, including consequential and incidental damages.

17. THE CITY'S TERMINATION RIGHTS:

The City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Budget at least five (5) business days prior to the effective date of such termination. In such event, Budget shall pay to City compensation for services rendered prior to the effective date of termination. In no event shall the City be liable to Budget for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

The City shall have the right to terminate this Agreement, without notice to Budget, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to Budget and Budget will reimburse to the City all amounts received while Budget was in default under this Agreement.

18. INSURANCE – GENERAL SERVICE AND MAINTENANCE CONTRACT:

Budget will furnish to the City of Pembroke Pines, Manager, Risk Management Division, 10100 Pines Boulevard, Pembroke Pines, Florida 33026, certificates of insurance which indicates that insurance coverage has been obtained which meets the requirements in the Bid Documents.

19. NONDISCRIMINATION:

Budget represents and warrants to the City that Budget does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Budget's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or

mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Budget further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

20. ASSIGNMENT:

This Agreement shall not be assigned by Budget, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

21. NOTICES:

All notices or other communications required under this Agreement will be in writing and shall be given by hand-delivery or by registered or certified U.S. mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

BUDGET: Budget Rent A Car
7944 Pines Boulevard
Pembroke Pines, FL 33024

CITY: City of Pembroke Pines
Attn: Charles Dodge, City Manager
10100 Pines Boulevard
Pembroke Pines, FL 33026

COPY TO: Samuel S. Goren, Esquire
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Boulevard, #200
Fort Lauderdale, FL 33308

22. MISCELLANEOUS PROVISIONS:

This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue for any action arising out of this Agreement shall be in Broward County, Florida.

Title and paragraph headings are for convenient reference and are not a part of this Agreement.

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pembroke Pines, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

23. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

24. INDEPENDENT CONTRACTOR:

Budget has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Budget shall not attain, nor be entitled to, any rights or benefits of the City.

(remainder of page left blank intentionally)

nor any rights generally afforded classified or unclassified employees. Budget further understands that Florida workers' compensation benefits available to employees of the City are not available to Budget.

WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

ATTEST:

Judith Neugent 5/27/09
Judith Neugent, City Clerk

CITY OF PEMBROKE PINES, FL

Charles A. Dodge
Charles Dodge, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

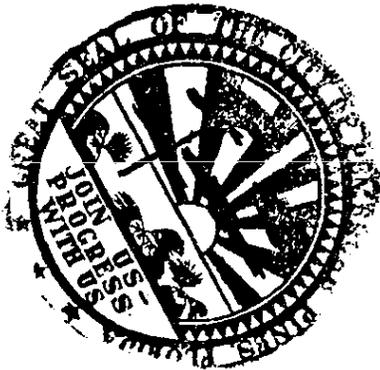
William J. Hester
City Attorney

WITNESS:

Capt Tom Mather
Capt Tom Mather
Printed Name

BUDGET RENT A CAR

Scott Korman
Printed Name





City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jack McCluskey, Commissioner
Iris A. Siple, Commissioner

January 13 2009

PD-08-08

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Pembroke Pines is seeking sealed proposals for:

**"Rental Vehicles"
RFP # PD-08-08**

Specifications may be obtained from the Public Service Department location at 13975 Pembroke Road, Pembroke Pines, FL 33027, 437-1111.

Proposals will be accepted until 2:00 p.m., Tuesday, February 3, 2009 in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at 2:30 p.m.

For additional information please contact, Terri Burzo, Contract Administrator at 954-437-1111.

Envelopes must be sealed and plainly marked:

**"RFP # PD-08-08
"Rental Vehicles"**

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES



Judith A. Neugent, CMC
City Clerk

**Specifications
Rental Vehicles
PD# 08-08**

GENERAL SPECIFICATIONS

The City of Pembroke Pines is seeking proposals for the rental of automobiles and light trucks, with full maintenance and repairs for the Police Department.

The City is exempt from taxes imposed by State and/or Federal Government.

The City requires a very high degree of flexibility, both in fleet size and in rotating that fleet constantly, including full maintenance and repairs. Loaners are to be available while vehicles are being repaired.

If the proposer requires the City to execute a rental agreement, a copy must be submitted with the proposal document for approval by the City Attorney prior to award; otherwise the City Attorney will draft the necessary documentation.

The proposer must be able to provide a full selection of cars, wagons, vans and light trucks. Vehicles to be identified as falling into categories of compact, mid-size, full-size and luxury classifications, with pricing of those categories. It is desired that the proposer provide for exchange of vehicles within the pricing groups at any time upon several hours notice. If at any time a vehicle is disabled due to mechanical or accidental reason, a replacement or exchange vehicle must be issued immediately. A wide variety of vehicles are to be made available both as to make and model, and all makes and models are to be provided in a wide variety of colors, at no additional cost to the City.

MAINTENANCE

The proposer must maintain the vehicles provided under this program, for mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the maintenance/service records of all vehicles rented under this agreement must be made available to the City at any time. To facilitate quicker service the location for maintenance must be located reasonably close to the City of Pembroke Pines.

The proposer shall provide notification pursuant to vehicle maintenance schedules. When a program vehicle is down for any type of required service, a replacement or loaner vehicle is to be provided immediately. In the event of an accident, a loaner or exchange vehicle must be provided during the period in which required repair or replacement is being completed. No additional cost to the City shall be incurred for loaner or exchange vehicles during these periods.

For any vehicle becoming disabled and requiring towing service, the proposer shall make the arrangements for towing, and all charges for the service shall be the responsibility of the

proposer. Towing service charge due to accidents shall be the responsibility of the one responsible for said accident. City, at its discretion, may arrange for the required towing service.

INSURANCE

The City of Pembroke Pines will insure all vehicles provided under this agreement for all causes. The City of Pembroke Pines will pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits or causes of action in the name of the proposer where applicable. The City of Pembroke Pines shall be responsible for any and all physical damage to a vehicle under this agreement regardless of fault and subrogation rights if any will be assigned.

As an option, we are also requesting pricing under each group to include "rental car protection" insurance, with and without third party damages.

MILEAGE LIMITATION

No mileage charges should be anticipated by this proposal. Vehicles reaching a reasonable annual equivalent mileage (i.e., 18,000 miles) or any vehicle approaching said mileage limitation will be returned, and a replacement vehicle is to be immediately issued.

Driving out of state for investigations or training may be occasionally required.

VEHICLE USE

It is understood and agreed that vehicles rented under this agreement are intended for undercover investigation and surveillance. Vehicles rented under this agreement are not intended for use as traffic control and enforcement vehicles 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 the City of Pembroke Pines or the proposer which may require emergency use of a vehicle in a non-anticipated use.

CONFIDENTIALITY

Given the nature of the use of these vehicles, the proposer will be required to insure total confidentiality pursuant to the user of said vehicles.

MODIFICATION OF VEHICLES

The City of Pembroke Pines may, at its own expense, apply tinting to the windows of any rented vehicle. The City may also, at its own expense, install any electronic equipment it may deem necessary, providing said installation shall cause no permanent damage to vehicles (i.e. holes in sheet metal).

QUANTITIES

The City of Pembroke Pines reserves the right to increase or decrease the quantity of vehicles during the term of the agreement. Currently the City of Pembroke Pines is using five vehicles. Even though no quantities are stated under several groups, a firm monthly rental price is requested, as there might be a need for vehicles under those groups by the City of Pembroke Pines in the future.

CONTRACT

Initial Contract will be for a two year period, with option to renew for additional two year terms upon mutual consent of both parties. This agreement may be terminated by either Party with or without cause upon thirty calendar day's written notice. All prices shall remain firm for the initial two year period. Vendor may request a price increase for any subsequent renewal period by submitting a fully documented request at least ninety (90) days prior to expiration of the agreement. Request for increase shall be based upon the latest All Urban Consumers Price Index (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year.

Upward or downward price adjustments may be approved, providing the adjustments are based on a national recognized or published index and negotiations with the City Manager.

If, upon expiration, Contract is not renewed, Proposer shall continue all obligations of contract until a new contract is in effect.

BILLING AND PAYMENT

The contractor will invoice the City on a monthly basis. Invoices shall be clearly marked indicating the time frame and group for each of the vehicle(s) rented. Each invoice submitted to the City shall be departmentalized. Grouping of various departments on the same invoice will not be accepted, as this will delay the payment process. Payment will be made to the vendor within thirty (30) days following receipt of correct invoices by the City.

When vehicles are returned, an inspection shall be done at this time and notification given for any damages that may be billed. The City, at its discretion, may arrange for any necessary repairs.

VEHICLE GROUPS

The following are samples of types and models of vehicles and their respective grouping, which the City feels should be addressed in this proposal.

GROUP I: Ford Focus, Toyota Camry, Pontiac Grand Am, Nissan Altima, Chevrolet Malibu, Chevrolet Cavalier, Toyota Corolla, Nissan Sentra, Ford Escort, Hyundai Elentra, Hyundai Sonata, Ford Contour, or similar types and models – please list.

GROUP II: Nissan Maxima, Pontiac Grand Prix, Pontiac Bonneville, Buick Century, Oldsmobile Intrigue, Chevrolet Monte Carlo, Mercury Cougar, Buick Regal, Ford Taurus, Chevrolet Impala, Ford Crown Victoria, Mercury Marquis, Buick Riviera, Toyota Avalon, Toyota Solara, Buick Park Avenue, Ford Mustang Convertible, Ford Mustang Hard Top, Chevrolet Cavalier Convertible, Pontiac Sunfire Convertible, Chevrolet Camaro, Pontiac Firebird, Ford Explorer, Nissan Pathfinder, Isuzu Rodeo, Chevrolet Blazer, Dodge 1500 Pick Up, Chevrolet 1500 Pick Up, Ford F150 Pick up, Ford Ranger, Chevrolet Venture Mini-Van, Pontiac Montana, Nissan Quest, Ford Windstar, Chevrolet Colorado, or similar types or models – please list.

GROUP III: Chevrolet Suburban, Chevrolet Tahoe, Ford Expedition, Cadillac Sedan DeVille, Cadillac Seville, Lincoln Town Car, or similar types and models – please list.

FIRM RENTAL CHARGE:

GROUP I:

Firm rental price per month, per vehicle without insurance: \$ _____

With insurance without third party coverage: \$ _____

With insurance with third party coverage: \$ _____

Models to be furnished by Proposer,

GROUP II:

Firm rental price per month, per vehicle without insurance: \$ _____

With insurance without third party coverage: \$ _____

With insurance with third party coverage: \$ _____

Models to be furnished by Proposer,

GROUP III:

Firm rental price per month, per vehicle without insurance: \$ _____

With insurance without third party coverage: \$ _____

With insurance with third party coverage: \$ _____

Models to be furnished by proposer:

PROPOSER TO STATE location of service facilities to maintain vehicles as specified herein during any resulting agreement period.

Are all loaners available at this location? _____ **YES** _____ **No** _____

CURRENT INVENTORY of vehicles available to be used in rotation and where located for viewing purposes if necessary in evaluating proposals received.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(COMPANY NAME)

, the contractor shall indemnify, defend and hold harmless the City of Pembroke Pines, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(COMPANY NAME)

further certifies that it will meet all insurance requirements of the City of Pembroke Pines and agrees to produce valid, timely certificates of coverage.

NOTE: Please be sure to fill in your company name on the bottom of each submittal page.

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE PROPOSAL TO THE CITY CLERKS OFFICE LOCATED AT 10100 PINES BOULEVARD. PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M., TUESDAY, FEBRUARY 3, 2009 IN AN ENVELOPE SEALED AND PLAINLY MARKED:

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

SIGNATURE: _____

TITLE: _____

CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. **SUBMISSION AND RECEIPT OF BIDS**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. **PRICES TO BE FIRM:**

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless otherwise stated by the City or bidder.

4. **DELIVERY POINT:**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. **BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. **QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on

such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alterations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during

construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

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

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the city nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The Contractor shall hold the City of Pembroke Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY** insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1.	BODILY INJURY	
(a)	Each Occurrence	\$1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00

2. **PROPERTY DAMAGE**
 - (a) Each Occurrence \$1,000,000.00
 - (b) Annual Aggregate \$1,000,000.00

3. **PERSONAL INJURY**
 - (A) Annual Aggregate \$1,000,000.00

4. Completed Operations and Products Liability shall be maintained for Two (2) years after the final payment

5. Property Damage Liability Insurance shall Include Coverage for the following hazards:
X-explosion, C-collapse, U-underground.

2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

1. **Workers Compensation** Statutory
2. **Employer's Liability** \$500,000 per occurrence

3. **COMPREHENSIVE AUTO LIABILITY**

1. **BODILY INJURY**
 - (a) Each Occurrence \$1,000,000.00
 - (b) Annual Aggregate \$1,000,000.00

2. **PROPERTY DAMAGE**
 - (a) Each Occurrence \$1,000,000.00
 - (b) Annual Aggregate \$1,000,000.00

Coverage shall include owned, hired, and non-owned vehicles.

Budget

Car and Van Rental

7944 Pines Blvd (PB2)
Pembroke Pines, FL 33024
Tel: 954-966-5756
Fax: 954-966-5894
www.budget.com

**Introduction Letter
"Rental Vehicles" RFP # PD-08-08**

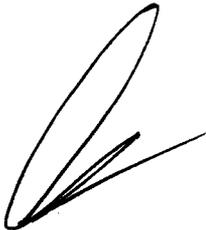
February 3, 2009

To Whom It May Concern;

As a long time Pines resident (17 years), an active volunteer in our community, and franchise business owner located in the City of Pembroke Pines, I would like to take a moment to introduce Budget Rent a Car. We are a nationally recognized brand with over 500,000 vehicles worldwide. We currently have two office located within the boundaries of Pembroke Pines. We are truly your neighborhood car and van rental company. Our two Pembroke Pines locations are constantly and consistently supplied with inventory by our Fort Lauderdale Airport Office and our Fleet Distribution Center located on Ravenswood Road just west of the Fort Lauderdale International airport. Budget's current inventory in Broward County is around 6,000 units of varying makes, models and colors.

I have an established ability in the management of county, municipal and law enforcement contracts and have worked with these same contracts for almost 18 years. My personal guarantee, backed by the national brand I represent will prove to your detectives and administrators that we are the right choice to service your rental vehicle needs. Our pricing, inventory and service will not let you down. Our current pricing structure is very competitive and our inventory is proven to be one of the most modern in the industry.

We wish to be the company of choice for the City of Pembroke Pines.



Scott Kupferman
Agency Operator, Budget Car and Truck Rental, Pembroke Pines, Florida

Budget

Scott Kupferman

Second Chance Holdings, Inc
Agency Operator
7944 Pines Blvd (Hooters Plaza)
Pembroke Pines, Florida 33024
Tel:(954) 966-5756
Fax:(954) 966-5894
sm.kupferman@gmail.com

**Specifications
Rental Vehicles
PD# 08-08**

GENERAL SPECIFICATIONS

The City of Pembroke Pines is seeking proposals for the rental of automobiles and light trucks, with full maintenance and repairs for the Police Department.

The City is exempt from taxes imposed by State and/or Federal Government.

The City requires a very high degree of flexibility, both in fleet size and in rotating that fleet constantly, including full maintenance and repairs. Loaners are to be available while vehicles are being repaired.

If the proposer requires the City to execute a rental agreement, a copy must be submitted with the proposal document for approval by the City Attorney prior to award; otherwise the City Attorney will draft the necessary documentation.

The proposer must be able to provide a full selection of cars, wagons, vans and light trucks. Vehicles to be identified as falling into categories of compact, mid-size, full-size and luxury classifications, with pricing of those categories. It is desired that the proposer provide for exchange of vehicles within the pricing groups at any time upon several hours notice. If at any time a vehicle is disabled due to mechanical or accidental reason, a replacement or exchange vehicle must be issued immediately. A wide variety of vehicles are to be made available both as to make and model, and all makes and models are to be provided in a wide variety of colors, at no additional cost to the City.

MAINTENANCE

The proposer must maintain the vehicles provided under this program, for mechanical repairs and all routine maintenance, including tires, oil, and lube, at no additional cost to the City. Copies of the maintenance/service records of all vehicles rented under this agreement must be made available to the City at any time. To facilitate quicker service the location for maintenance must be located reasonably close to the City of Pembroke Pines.

The proposer shall provide notification pursuant to vehicle maintenance schedules. When a program vehicle is down for any type of required service, a replacement or loaner vehicle is to be provided immediately. In the event of an accident, a loaner or exchange vehicle must be provided during the period in which required repair or replacement is being completed. No additional cost to the City shall be incurred for loaner or exchange vehicles during these periods.

For any vehicle becoming disabled and requiring towing service, the proposer shall make the arrangements for towing, and all charges for the service shall be the responsibility of the

proposer. Towing service charge due to accidents shall be the responsibility of the one responsible for said accident. City, at its discretion, may arrange for the required towing service.

INSURANCE

The City of Pembroke Pines will insure all vehicles provided under this agreement for all causes. The City of Pembroke Pines will pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits or causes of action in the name of the proposer where applicable. The City of Pembroke Pines shall be responsible for any and all physical damage to a vehicle under this agreement regardless of fault and subrogation rights if any will be assigned.

As an option, we are also requesting pricing under each group to include "rental car protection" insurance, with and without third party damages.

MILEAGE LIMITATION

No mileage charges should be anticipated by this proposal. Vehicles reaching a reasonable annual equivalent mileage (i.e., 18,000 miles) or any vehicle approaching said mileage limitation will be returned, and a replacement vehicle is to be immediately issued.

Driving out of state for investigations or training may be occasionally required.

VEHICLE USE

It is understood and agreed that vehicles rented under this agreement are intended for undercover investigation and surveillance. Vehicles rented under this agreement are not intended for use as traffic control and enforcement vehicles 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 the City of Pembroke Pines or the proposer which may require emergency use of a vehicle in a non-anticipated use.

CONFIDENTIALITY

Given the nature of the use of these vehicles, the proposer will be required to insure total confidentiality pursuant to the user of said vehicles.

MODIFICATION OF VEHICLES

The City of Pembroke Pines may, at its own expense, apply tinting to the windows of any rented vehicle. The City may also, at its own expense, install any electronic equipment it may deem necessary, providing said installation shall cause no permanent damage to vehicles (i.e. holes in sheet metal).

QUANTITIES

The City of Pembroke Pines reserves the right to increase or decrease the quantity of vehicles during the term of the agreement. Currently the City of Pembroke Pines is using five vehicles. Even though no quantities are stated under several groups, a firm monthly rental price is requested, as there might be a need for vehicles under those groups by the City of Pembroke Pines in the future.

CONTRACT

Initial Contract will be for a two year period, with option to renew for additional two year terms upon mutual consent of both parties. This agreement may be terminated by either Party with or without cause upon thirty calendar day's written notice. All prices shall remain firm for the initial two year period. Vendor may request a price increase for any subsequent renewal period by submitting a fully documented request at least ninety (90) days prior to expiration of the agreement. Request for increase shall be based upon the latest All Urban Consumers Price Index (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year.

Upward or downward price adjustments may be approved, providing the adjustments are based on a national recognized or published index and negotiations with the City Manager.

If, upon expiration, Contract is not renewed, Proposer shall continue all obligations of contract until a new contract is in effect.

BILLING AND PAYMENT

The contractor will invoice the City on a monthly basis. Invoices shall be clearly marked indicating the time frame and group for each of the vehicle(s) rented. Each invoice submitted to the City shall be departmentalized. Grouping of various departments on the same invoice will not be accepted, as this will delay the payment process. Payment will be made to the vendor within thirty (30) days following receipt of correct invoices by the City.

When vehicles are returned, an inspection shall be done at this time and notification given for any damages that may be billed. The City, at its discretion, may arrange for any necessary repairs.

VEHICLE GROUPS

The following are samples of types and models of vehicles and their respective grouping, which the City feels should be addressed in this proposal.

GROUP I: Ford Focus, Toyota Camry, Pontiac Grand Am, Nissan Altima, Chevrolet Malibu, Chevrolet Cavalier, Toyota Corolla, Nissan Sentra, Ford Escort, Hyundai Elentra, Hyundai Sonata, Ford Contour, or similar types and models – please list.

GROUP II:

Nissan Maxima, Pontiac Grand Prix, Pontiac Bonneville, Buick Century, Oldsmobile Intrigue, Chevrolet Monte Carlo, Mercury Cougar, Buick Regal, Ford Taurus, Chevrolet Impala, Ford Crown Victoria, Mercury Marquis, Buick Riveria, Toyota Avalon, Toyota Solara, Buick Park Avenue, Ford Mustang Convertible, Ford Mustang Hard Top, Chevrolet Cavalier Convertible, Pontiac Sunfire Convertible, Chevrolet Camaro, Pontiac Firebird, Ford Explorer, Nissan Pathfinder, Isuzu Rodeo, Chevrolet Blazer, Dodge 1500 Pick Up, Chevrolet 1500 Pick Up, Ford F150 Pick up, Ford Ranger, Chevrolet Venture Mini-Van, Pontiac Montana, Nissan Quest, Ford Windstar, Chevrolet Colorado, or similar types or models – please list.

GROUP III:

Chevrolet Suburban, Chevrolet Tahoe, Ford Expedition, Cadillac Sedan DeVille, Cadillac Seville, Lincoln Town Car, or similar types and models – please list.

FIRM RENTAL CHARGE:

GROUP I:

Firm rental price per month, per vehicle without insurance: \$ \$685.00

With insurance without third party coverage: \$ \$820.00

With insurance with third party coverage: \$ \$840.00

Models to be furnished by Proposer, As per the Group I listings in the RFP specifications, plus Pontiac G5, Pontiac G6, Pontiac Vibe, Ford Fusion Dodge Avenger, Dodge Caliber, Dodge Nitro, Toyota RAV4, Ford Escape or Similar type vehicles.

GROUP II:

Firm rental price per month, per vehicle without insurance: \$ \$715.00

With insurance without third party coverage: \$ \$895.00

With insurance with third party coverage: \$ \$910.00

Models to be furnished by Proposer,

As per the Group II listings in the RFP specifications, plus

Toyota Tundra Pick-Up, Buick Enclave, Chevy Trailblazer,

Dodge Durango, Ford Edge, Jeep Commander, Jeep Cherokee,

Mitsubishi Eclipse, Pontiac Solstice, Toyota Highlander or Similar.

GROUP III:

Firm rental price per month, per vehicle without insurance: \$ \$875.00

With insurance without third party coverage: \$ \$1025.00

With insurance with third party coverage: \$ \$1045.00

Models to be furnished by proposer:

As per the Group III listings in the RFP specifications, plus

Hummer H3, All Cadillac cars, All Lincoln cars, or similar.

PROPOSER TO STATE location of service facilities to maintain vehicles as specified herein during any resulting agreement period.

Budget Rent A Car

7944. Pines Blvd, Pembroke Pines, FL 33023

Are all loaners available at this location? XX **YES** **No**

CURRENT INVENTORY of vehicles available to be used in rotation and where located for viewing purposes if necessary in evaluating proposals received.

~~Budget Rent A Car - 600 Terminal Dr. Fort Lauderdale~~

~~Budget Rent A Car - 7944 Pines Blvd, Pembroke Pines~~

HOLD HARMLESS AND INDEMNITY CLAUSE:

Budget Rent A Car

(COMPANY NAME)

, the contractor shall indemnify, defend and hold harmless the City of Pembroke Pines, its elected and appointed officials, employees and agents for any and all suites, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Budget Rent A Car

(COMPANY NAME)

further certifies that it will meet all insurance requirements of the City of Pembroke Pines and agrees to produce valid, timely certificates of coverage.

NOTE: Please be sure to fill in your company name on the bottom of each submittal page.

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE PROPOSAL TO THE CITY CLERKS OFFICE LOCATED AT 10100 PINES BOULEVARD. PROPOSALS WILL BE ACCEPTED UNTIL 2:00 P.M., TUESDAY, FEBRUARY 3, 2009 IN AN ENVELOPE SEALED AND PLAINLY MARKED:

PLEASE PRINT

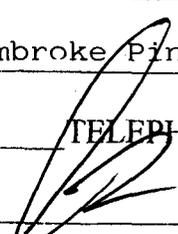
NAME Scott Kupferman

COMPANY Budget Rent A Car

STREET ADDRESS: 7944 Pines Blvd

CITY & STATE: Pembroke Pines, FL 33023

ZIP CODE: 33023 TELEPHONE: 954-966-5756

SIGNATURE: 

TITLE: Agency Operator

DATE: 2/3/09

SEALED BID FOR: PD 08-08 Rental Vehicles

COMPANY NAME

AMOUNT

ACME Auto Leasing, LLC

Received (4) copies

Enterprise Rent-A-Car

ll ll #

Budget Rent a Car

ll ll ll

PRESENT:

CHARLES F. DODGE, CITY MANAGER

JUDITH A. NEUGENT, CITY CLERK

DEBRA E. ROGERS, DEPUTY CITY CLERK

KEN FRIEDRICHS, DIVISION DIRECTOR OF PURCHASING

TERRI BURZO, CONTRACT ADMINISTRATOR

[Handwritten signature: Debra E. Rogers]

OTHERS:

Budget Rent A Car LLC

Budget Rent A Car LLC

Budget Rent A Car LLC

Budget Rent A Car

[Handwritten signatures: Hector Hernandez, Melanie J. Santos, Leway Molochkovsky, Scott Kuperman]

ORIGINAL BIDS RELEASED TO:

ON _____



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 11.

File Number: 09-0113 **File Type:** Agreements/Contracts **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Police **Initial Cost:** \$ 65,520.00 **Introduced:** 03/09/2009
File Name: Rental Vehicles **Final Action:** 05/06/2009

Title: MOTION TO AWARD A BID FOR THREE RENTAL VEHICLES FROM BUDGET RENT A CAR FOR A PERIOD OF TWENTY-FOUR MONTHS, THE REMAINDER OF FISCAL YEAR AND PENDING APPROVAL OF THE 2009-2010 BUDGET FOR A TOTAL OF \$65,520.00.

Notes:

- Attachments:** 1. Rental Vehicles Request for Proposals
2. Rental Vehicle Justification Memo

Agenda Date: 05/06/2009
Agenda Number: 11.
Enactment Date:
Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	05/06/2009	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. The Police Department is seeking three rental vehicles for the department's undercover officers.
2. Recommend approval for 24 month period under the City of Pembroke Pines bid specifications.
3. Recommend approval of bid from Budget Rent A Car. This is a national company and the least expensive per month on Group II type vehicles (SUV and pick-up trucks). This company also has a larger variety of vehicles in this group type.
4. The amount listed will allow the Police Department to maintain three vehicles that can be changed on a daily basis to accommodate surveillance/undercover needs.

- a) **Initial Cost:** \$32,760.00 per year for two years.
- b) **Amount budgeted for this item in Account No:**\$32,760.00 in account #1-521-3001-44200.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$32,760	\$32,760	\$0	\$0	\$0
Net Cost	\$32,760	\$32,760	\$0	\$0	\$0

*** Subsequent years expenditures determined by bid process and approval.**

- e) **Detail of additional staff requirements:** Not Applicable



**FIRST RENEWAL OF THE
AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THIS AGREEMENT, dated this 9 day of August 2011, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

BUDGET RENT-A-CAR, INC., a Florida Corporation authorized to do business in the State of Florida, with an address of 7944 Pines Boulevard, Pembroke Pines, Florida 33024, hereinafter to referred to as "CONTRACTOR."

WHEREAS, on May 27, 2009, the CITY and CONTRACTOR entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for an additional two (2) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute the first two (2) year renewal period.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for the first two-year renewal period commencing on May 27, 2011 and terminating on May 26, 2013.



SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Renewal, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

SECTION 4. The original contract as awarded pursuant to Bid No. PD-08-08, shall remain in full force and effect except as specifically amended herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:



JUDITH A. NEUGENT,
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

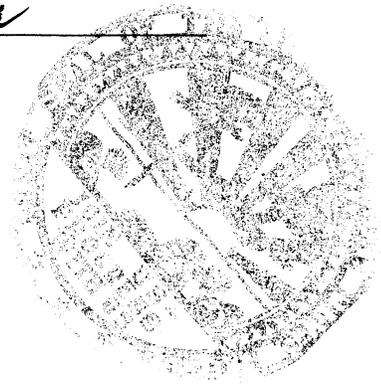
BY: 

CHARLES F. DODGE
CITY MANANGER

APPROVED AS TO FORM



OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

BUDGET RENT-A-CAR, INC.

BY: 

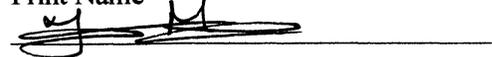
Print Name: Scott Kupferman
Title: Agency Operator - Budget Car Rental

WITNESSES



Luis A. Del Valle

Print Name



Francisco Menejo

Print Name



STATE OF Florida)
) ss:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared SCOTT M. KUPPERMAN as REPRESENTATIVE of **BUDGET RENT-A-CAR, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BUDGET RENT-A-CAR, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15th day of April, 20 11.

NOTARY PUBLIC VALLE
MY COMMISSION # DD 746654
EXPIRES: February 17, 2012
Bonded Thru Budget Notary Services

(Name of Notary Typed, Printed or Stamped)

PRODUCER:

AON RISK SERVICES CENTRAL, INC.
 FKA AON RISK SERVICES, INC OF MINNESOTA
 8300 NORMAN CENTER DRIVE, SUITE 400
 MINNEAPOLIS, MN 55437-1027

CONTACT: Maricela Escobales PHONE: (973) 496-2781
 E-Mail: Maricela.Escobales@avisbudget.com

INSURED:

AVIS BUDGET GROUP, INC; AVIS BUDGET CAR RENTAL, LLC ITS
 SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC,
 BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK
 RENTAL, LLC.
 6 SYLVAN WAY
 PARSIPPANY, NJ 07054

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	CONTINENTAL CASUALTY COMPANY
COMPANY LETTER	B	PV HOLDING CORP/BUDGET TRUCK RENTAL, LLC
COMPANY LETTER	C	AMERICAN CASUALTY COMPANY OF READING, PA
COMPANY LETTER	D	TRANSPORTATION INSURANCE COMPANY
COMPANY LETTER	E	ACE PROPERTY & CASUALTY INSURANCE COMPANY

COVERAGES

This memorandum verifies that the following coverages are in force: Commercial General Liability; Automobile Liability; Umbrella; Workers' Compensation and Employer's Liability.

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED	
A	X COMMERCIAL GENERAL LIABILITY X COM GEN LIABILITY X OCCURRENCE OWN & CONT PROT	GL001603190	7/1/2011	7/1/2012	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 2,000,000
					EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any fire)	\$ 1,000,000
					MED EXPENSE (Any one person)	\$ 0
A	X AUTOMOBILE LIABILITY ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS	BUA001700630	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
E	X EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMB	G25831058	7/1/2011	7/1/2012	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC2083557868 - DED WC2083557871 - CA WC2083557854 - Retro	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
					EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER: CITY OF PEMBROKE PINES, 10101 PINES BLVD, PEMBROKE PINES, FL 33026

CERTIFICATE HOLDER CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH REGARD TO VEHICULAR COVERAGE.

SHOULD ANY OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVISBUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT.



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 4.

File Number: 11-1491 **File Type:** Commission Items **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Purchasing **Initial Cost:** \$ 43,680.00 **Introduced:** 06/06/2011
File Name: Budget Rent A Car First Renewal of the Agreement **Final Action:** 08/17/2011

Title: MOTION TO APPROVE THE FIRST RENEWAL OF THE AGREEMENT WITH BUDGET RENT-A-CAR.

Notes:

Attachments: 1. Original Agreement
2. First Renewal Agreement

Agenda Date: 08/17/2011

Agenda Number: 4.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	08/17/2011	approve				Pass
	Verbose Action:		Item 4.				
			Aye: 5	Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner McCluskey and Commissioner Shechter			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

- On May 6, 2009, the City Commission awarded RFP # PD-08-08 to Budget Rent A Car for a two year period with an annual amount of \$32,760.
- The Police Department currently utilizes this agreement to rent vehicles for undercover and surveillance operations.
- The contract was executed on May 27, 2009 for a two year term that expired on May 26, 2011. The terms of the agreement allows the agreement to be renewed for additional two (2) year terms upon mutual consent of both parties.
- On January 12, 2011, the City Commission was informed via the January Contract Database Report that the Budget Rent-A-Car Agreement was coming up for renewal.
- Per the Performance Report Card issued to the City Commission via the January

Contract Database Report, the Police Department has been extremely satisfied with this vendor and recommends renewing the contract.

6. Currently, the Police Department spends approximately \$910 per vehicle, per month and utilizes three vehicles at an annual cost of \$32,760. The Police Department would like to increase the number of vehicles from three to four, increasing the total annual cost from \$32,760 to \$43,680. The contract allows for an increase (or decrease if necessary) in the number of vehicles being utilized by the department.

7. The renewal of this agreement has been delayed as the Purchasing Manager was waiting on updated insurance information from the vendor. The Purchasing Manager received this information on July 27, 2011.

8. Recommend Commission to approve the first renewal of the agreement with Budget Rent A Car and the increased annual cost of this contract.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$43,680 annually, for a two year period, commencing on May 27, 2011 and ending on May 26, 2013.

b) **Amount budgeted for this item in Account No:** There is an available balance of \$30,780 in account # 1-521-3001-44200.

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2 2011-2012	Year 3 2012-2013	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$14,560	\$43,680	\$29,120	\$0	\$0
Net Cost	\$14,560	\$43,680	\$29,120	\$0	\$0

e) **Detail of additional staff requirements:** Not Applicable.



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 4.

File Number: 12-1942

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Police

Initial Cost: \$ 11,830.00

Introduced: 04/19/2012

File Name: Budget Rent A Car Additional Rental Vehicle

Final Action: 05/02/2012

Title: MOTION TO APPROVE ONE ADDITIONAL RENTAL VEHICLE WITH BUDGET RENT-A-CAR AGREEMENT AS APPROVED ON ARF#11-1491.

Notes:

- Attachments:**
1. Budget Rent-A-Car Agreement
 2. ARF 09-0113 Initial Approval
 3. ARF #11-1491 Renewal.pdf

Agenda Date: 05/02/2012

Agenda Number: 4.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	05/02/2012	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo, Schwartz and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 17, 2011 the City Commission approved ARF#11-1491 to Budget Rent A Car for a two year period with an annual amount of \$43,680.
2. The Police Department currently utilizes this agreement to rent vehicles for undercover and surveillance operations.
3. We are requesting an additional rental vehicle for a period of thirteen (13) months for the additional detective appointed to the Special Investigations Unit.
4. Currently, the Police Department spends exactly \$910 per vehicle, per month and utilizes four vehicles at an annual cost of \$43,680. The Police Department would like to increase the number of vehicles from four to five, increasing the total annual cost from \$43,680 to \$54,600. The contract allows for an increase (or decrease if necessary) in the number of vehicles being utilized by the department.

5. Recommend Commission approve the one additional rental vehicle with Budget Rent A Car for thirteen months from May 3rd, 2012 to May 26th, 2013, at a total cost of \$11,830.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$11,830 for a thirteen month period commencing on May 3rd, 2012 and ending on May 26, 2013.

b) Amount budgeted for this item in Account No: \$0, account # 1-521-3001-44200.

c) Source of funding for difference, if not fully budgeted: A budget adjustment of \$3,640 will be necessary to fund the additional expenditure in FY2011-12. \$8,190 will be expensed in FY2012-13, and is included in the proposed budget.

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$3,640	\$8,190	\$0	\$0	\$0
Net Cost	\$3,640	\$8,190	\$0	\$0	\$0

e) Detail of additional staff requirements: Not Applicable.



**SECOND RENEWAL OF THE AGREEMENT WITH
CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THE SECOND AMENDMENT made and entered into on this 18 day of April, 2013, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",
and

BUDGET RENT-A-CAR, INC., a company authorized to do business in the State of Florida, with a business address of 7944 Pines Boulevard, Pembroke Pines, FL 33024, hereinafter referred to as "CONTRACTOR".

WHEREAS, on May 27, 2009, the CITY and CONTRACTOR entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for an additional two (2) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

WHEREAS, on May 27, 2011 the contract was renewed for two (2) additional years, which expires May, 26, 2013,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute the second two (2) year renewal period.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable considerations, the receipt of which are hereby acknowledge, the parties hereto agree as follows:

Section 1. That the recitations set forth above in the "WHEREAS" clauses of this agreement are true and correct and incorporated herein by this reference.

Section 2. The Original Agreement is hereby renewed for the second two (2) year period commencing on May 27, 2013 and terminating on May 26, 2015.



Section 3. That the Original Agreement for car rental services executed by the parties shall remain in full force and effect except as specifically amended herein.

Section 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

Section 5. Each Exhibit referred to in the Original Agreement, as amended herein, forms an essential part of this Agreement. The exhibits to the Original Agreement, if not physically attached hereto, should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

JAN AG Rogers 5/30/13
JUDITH A. NEUGENT,
CITY CLERK

BY: for M legend
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Budget Rent-A-Car, Inc.

Witnesses:

[Signature]

Francisco Merejo
Print Name

[Signature]

RICARDO L. ARBASCO
Print Name

BY: [Signature]
Print Name: Scott Kuyfman
Title: Agency operator



STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Scott Kupferman as AGENT of **Budget Rent-a-Car, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Budget Rent-a-Car, Inc.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of April, 2013



NOTARY PUBLIC

(Name of Notary Typed, Printed) **LUIS A. DEL VALLE**
MY COMMISSION # EE 138713
EXPIRES: February 17, 2016
Budget Rent-a-Car, Inc. Budget Notary Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

4/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to term and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer right to certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. FKA AON RISK SERVICES, INC. OF MINNESOTA 5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100 MINNEAPOLIS, MN 55437-1027	CONTACT NAME:														
	PHONE (A/C. NO. EXT) (866) 283-7122	Fax (A/c. No.); (847) 953-5390													
	E-MAIL ADDRESS:														
	Producer Customer ID: #: 570000029827														
	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CONTINENTAL CASUALTY COMPANY</td> <td>20443</td> </tr> <tr> <td>INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.</td> <td>90029</td> </tr> <tr> <td>INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: TRANSPORTATION INSURANCE COMPANY</td> <td>20484</td> </tr> <tr> <td>INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY</td> <td>20699</td> </tr> <tr> <td>INSURER F:</td> <td>24147</td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL CASUALTY COMPANY	20443	INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.	90029	INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA	20427	INSURER D: TRANSPORTATION INSURANCE COMPANY	20484	INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY	20699	INSURER F:
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INSURER F:	24147														

INSURED
 AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS
 SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET
 RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC.
 6 SYLVAN WAY
 PARSIPPANY, NJ 07054

COVERAGES CERTIFICATE NUMBER: 5121 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L NBR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> Loc			GL001603190	7/1/2012	7/1/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY Any Auto			BUA001700830	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person)
B	<input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY Any Auto			SELF INSURED	7/1/2012	7/1/2013	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			XOOG27043082	7/1/2012	7/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N MA			WC4014106301 - DED.	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If Yes, describe under DESCRIPTION OF OPERATIONS below			WC4014106346 - CA	7/1/2012	7/1/2013	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER						Each Occurrence / Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See Attached

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
C/O PROPERTY / AIRPORT MANAGER	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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Certificate Holder:

EVIDENCE OF INSURANCE

Cert Number:

5121

RE: EVIDENCE OF INSURANCE THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE NAMED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE NAMED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE. SHOULD ANY OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVIS BUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT.



**THIRD RENEWAL OF THE AGREEMENT WITH
CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THE THIRD AMENDMENT made and entered into on this 5th day of May, 2015, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",
and

BUDGET RENT-A-CAR, INC., a company authorized to do business in the State of Florida, with a business address of 7944 Pines Boulevard, Pembroke Pines, FL 33024, hereinafter referred to as "CONTRACTOR".

WHEREAS, on May 27, 2009, the CITY and CONTRACTOR entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for an additional two (2) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

WHEREAS, on May 27, 2011 the First Renewal was executed for two (2) additional years, which expired May, 26, 2013, and,

WHEREAS, on May 30, 2013, the Second Renewal was executed for a second period of two (2) additional years, which expires on May 26, 2015, and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute a third two (2) year renewal period.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable considerations, the receipt of which are hereby acknowledge, the parties hereto agree as follows:

Section 1. That the recitations set forth above in the "WHEREAS" clauses of this agreement are true and correct and incorporated herein by this reference.



Section 2. The Original Agreement is hereby renewed for the third two (2) year period commencing on May 27, 2015 and terminating on May 26, 2017.

Section 3. That the Original Agreement for car rental services executed by the parties shall remain in full force and effect except as specifically amended herein.

Section 4. In the event of any conflict or ambiguity by and between the terms and provisions of the First Renewal, the Second Renewal, the Third Renewal and the Original Agreement, the terms and provisions of this Third Renewal shall control to the extent of any such conflict or ambiguity.

Section 5. Each Exhibit referred to in the Original Agreement, as amended herein, forms an essential part of this Agreement. The exhibits to the Original Agreement, if not physically attached hereto, should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

MARLENE D. GRAHAM,
CITY CLERK

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Budget Rent-A-Car, Inc.

BY:

Print Name:

Scott Kufner

Title:

A/O Budget Car Rental

Witnesses:

Ligheem Diaz

Print Name

Camilo Rojas

Print Name



STATE OF Florida)

) ss:

COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared SCOTT KUPFERMAN as Agency OPERATOR of **Budget Rent-a-Car, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Budget Rent-a-Car, Inc.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of April, 2015.

NOTARY PUBLIC



LUIS A. DEL VALLE
MY COMMISSION # EE 138713
EXPIRES: February 17, 2016

(Name of Notary Typed, Printed or Stamped)



Mercado, Tania

From: Sorensen, Christina
Sent: Tuesday, February 24, 2015 3:33 PM
To: Mercado, Tania
Cc: Gomes, Mark
Subject: FW: Approve contract renewal with Budget Rent a Car

Tania

Please route the Budget Rent a Car renewal to the vendor. CM approval below.

Christina

From: Dodge, Charles
Sent: Tuesday, February 24, 2015 2:38 PM
To: Sorensen, Christina
Subject: RE: Approve contract renewal with Budget Rent a Car

ok

From: Sorensen, Christina
Sent: Tuesday, February 24, 2015 1:24 PM
To: Dodge, Charles
Cc: Gomes, Mark
Subject: Approve contract renewal with Budget Rent a Car

Good afternoon Mr. Dodge,

On May 6, 2009, the City Commission awarded RFP # PD-08-08 for Rental Car Services for the Police Department to Budget Rent-a-Car for an initial two year period commencing on May 27, 2009 and ending on May 26, 2011 at an estimated annual cost of \$32,760 for the annual rental of three vehicles. On August 17, 2011 the City Commission approved the First Renewal from May 27, 2011 through May 26, 2013 and an increase in the contract from three vehicles to four for a total value of \$43,680 per year. On May 2, 2012 the City Commission approved the Police Department's request to increase the scope again increasing the vehicle count from four to five and the annual cost from \$43,680 to \$54,600. On April 18, 2013 you approved the Second renewal of this contract from May 27, 2013 through May 26, 2015. The contract allows for additional two (2) year renewals. To date the department has been satisfied with the performance of this contract and is recommending an additional two year renewal.

You notified the City Commission of this renewal request via the January 2015 Contract Database report. Request your approval to process the third renewal effective May 27, 2015 through May 26, 2017.

Thanks,

Christina Sorensen | Purchasing Manager | City of Pembroke Pines | 954-704-1259



**FOURTH AMENDMENT OF THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THIS AGREEMENT, dated this 31ST day of October ~~May~~ 2017, *nunc pro tunc* **May 25, 2017**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

BUDGET RENT-A-CAR, INC., a company authorized to do business in the State of Florida, with a business address of **7944 PINES BOULEVARD, PEMBROKE PINES, FL 33024**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on May 27, 2009, the CITY and CONTRACTOR entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the original agreement authorized the option to renew the Agreement for **additional two (2) year terms** upon mutual consent of the parties and,

WHEREAS, on May 27, 2011 the First Amendment was executed for two (2) additional years, which expired May, 26, 2013, and,

WHEREAS, on May 30, 2013, the Second Amendment was executed for a second period of two (2) additional years, which expires on May 26, 2015, and,

WHEREAS, on May 5th, 2015 the City executed the Third Amendment was executed for a third period of two (2) additional years, which expires on May 26th, 2017, and,

WHEREAS, the CONTRACTOR has requested to increase the rate of the Group II vehicles from \$910 to \$912 per vehicle, per month, which is a 0.22% increase, and,

WHEREAS, pursuant to Section 35.28 of the City's Procurement Code, the City Manager has the authority to approve a change orders issued under the contract that are less than 5.00% of the original contract amount and the sum of all changes are under \$25,000, and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,



WHEREAS, the Parties specifically seek to execute the fourth **two (2) year renewal term** and to adjust the pricing and other terms of the agreement accordingly.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for the fourth **two (2) year** renewal period commencing on **May 27, 2017**, and terminating on **May 26, 2019**.

SECTION 3. Article 3, entitled "SCOPE OF WORK", is hereby repealed and replaced by the revision of Article 3, as follows:

Budget shall furnish services as specifically set forth in RFP # PD-08-08 "Rental Vehicles". Namely, Budget will provide Group II vehicles for the Special Investigations Unit of the Police Department. Group II vehicles shall include:

Nissan Maxima, Pontiac Grand Prix, Pontiac Bonneville, Buick Century, Oldsmobile Intrigue, Chevrolet Monte Carlo, Mercury Cougar, Buick Regal, Ford Taurus, Chevrolet Impala, Ford Crown Victoria, Mercury Marquis, Buick Rivera, Toyota Avalon, Toyota Solara, Buick Park Avenue, Ford Mustang Convertible, Ford Mustang Hard Top, Chevrolet Cavalier Convertible, Pontiac Sunfire Convertible, Chevrolet Camaro, Pontiac Firebird, Ford Explorer, Nissan Pathfinder, Isuzu Rodeo, Chevrolet Blazer, Dodge 1500 Pick Up, Chevrolet 1500 Pick Up, Ford F150 Pick up, Ford Ranger, Chevrolet Venture Mini-Van, Pontiac Montana, Nissan Quest, Ford Windstar, Chevrolet Colorado, Toyota Tundra Pick-Up, Buick Enclave, Chevy Trailblazer, Dodge Durango, Ford Edge, Jeep Commander, Jeep Cherokee, Mitsubishi Eclipse, Pontiac Solstice, Toyota Highlander, Nissan Pathfinder, GMC Acadia, Dodge Ram, Dodge Caravan or similar types or models.

Budget shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications, Addenda thereto and Commission award, which includes the original solicitation and Budget's Bid/Proposal/Qualifications submission and which by this reference is incorporated in and made part of this Agreement.

Budget hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with Budget, that Budget has the professional expertise, experience and manpower to perform the services to be provided by Budget pursuant to the terms of this Agreement.



Budget assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized standards.

SECTION 4. Article 7, entitled “CONTRACT SUM”, is hereby repealed and replaced by the revision of Article 7, as follows:

The City hereby agrees to pay Budget for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in the amount of Nine Hundred Twelve Dollars and Zero Cents (\$912) per month, per vehicle, which price includes the insurance with basic coverage up to \$3,000 and the state minimum liability as required in the RFP.

SECTION 5. Article 13, entitled “PUBLIC RECORDS”, is hereby repealed and replaced by the revision of Section 13.1 and Section 13.2, as follows:

13.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records required by the CITY order to perform the service;

13.1.2 Upon request from the CITY’s custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record 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; and

13.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY 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, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

13.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City terminate the Agreement.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

SECTION 7. The original contract as awarded shall remain in full force and effect except as specifically amended herein.

SECTION 8. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

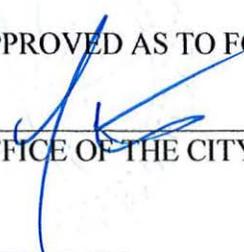
CITY:


MARLENE D. GRAHAM, 10/31/17
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

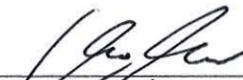

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

BUDGET RENT-A-CAR, INC.



BY: 
Print Name: Andrew Salcido
Title: Local Market Sales Manager

Dean DJOKAJ
Print Name

HECTOR HERNANDEZ

Print Name Alondra
STATE OF _____)

_____) ss:
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Andrew Salcido as Local Market Sales Mgr of **BUDGET RENT-A-CAR, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BUDGET RENT-A-CAR, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of September, 2017.

NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



BUDGET APPLICANT PROGRAM TERMS OF AGREEMENT

As a condition to the subscribing company's participation in the Applicant Program, the subscribing company agrees to pay all charges for rentals entered into, under, and billed through Budget Central Billing _____, which can only be used through the RapidRez Number assigned.

It is the sole responsibility of the subscribing company to maintain the security of its RapidRez number. The Budget Rental Agreement shall be deemed conclusive evidence of the fact that the transaction was entered into under the RapidRez Number. The RapidRez Number can only be used at Budget locations in the US and Canada.

This agreement remains in effect until written notice of cancellation is received by either party. Notice to Budget is to be sent to 300 Centre Pointe Drive, Virginia Beach, VA, 23462 Attention: Charge Card Department.

Optional Coverage MUST BE INITIALED Accept or Decline for each option.

Loss Damage Waiver (LDW)	Accept _____	Decline <u>DL</u>
Personal Accident & Effects (PAE)	Accept _____	Decline <u>DL</u>
Supplemental Liability Insurance (SLI)	Accept _____	Decline <u>DL</u>
Where2™ GPS	Accept _____	Decline <u>DL</u>
Fuel Service Option (GSO)	Accept _____	Decline <u>DL</u>

Please select only one Car Group Preference.

<input type="checkbox"/> Compact 4-door (B) similar to the Ford Focus	<input checked="" type="checkbox"/> Full Size 4-Door (E) similar to the Ford Taurus <u>DL</u>
<input type="checkbox"/> Intermediate (C) similar to the Hyundai Sonata	<input type="checkbox"/> Premium (G) similar to the Mercury Grand Marquis
<input type="checkbox"/> Standard (D) similar to the Ford Mustang	<input type="checkbox"/> Luxury (H) similar to the Lincoln Town Car
	<input checked="" type="checkbox"/> CAR GROUP III

Notice to the company should be sent to:

Company CITY OF PEMBROKE PINES
 Street 601 CITY CENTER WAY
 City/State/Zip PEMBROKE PINES, FL 33025
 Contact Name FAIZAL MOHAMMED
 Contact Email POLICE.FINANCE@PPINES.COM
 Company Fax (954) 436-3203
 Phone # (954) 436-2200 Extn _____

Officer of Company Signature _____
 Printed Name and Title _____
 Date _____

FOR BUDGET USE ONLY

Sales Rep	<u>Andrew Salcido</u>
Email	<u>andrew.salcido@avisbudget.com</u>
Phone	<u>754-260-0067</u>
STC	<u>563652</u>
BCD	<u>2790100</u>
RapidRez Number	_____

2017 NOV 13 PM 12: 01

FINANCE
PEMBROKE PINES

Avis Budget

- Car Commercial Billing Account - Complete sections 1-3, 6 and sign T&C Exhibit A
- Car Tour & Travel Commercial Billing Account - Complete sections 1-2, 4, 6 and sign T&C Exhibit B
- Car Vehicle Replacement Commercial Billing Account - Complete sections 1-2, 6 and sign T&C Exhibit C
- Car Rental Certificate Commercial Billing Account - Complete sections 1-2, 4, 6 and sign T&C Exhibit D
- Budget Truck Commercial Billing Account - Complete sections 1-2, 5-6 and sign T&C Exhibit E

Global Commercial Billing Application

BUSINESS INFORMATION - SECTION 1

COMPANY NAME <i>CITY OF PEMBROKE PINES</i>				NO. OF YEARS IN BUSINESS <i>47</i>	NO. OF EMPLOYEES
PHYSICAL ADDRESS (P.O. BOXES NOT ACCEPTED) <i>601 CITY CENTER WAY</i>				NATURE OF BUSINESS <i>MUNICIPALITY</i>	
ADDRESS 2 OR BILLING ADDRESS				PRIMARY CONTACT NAME <i>FAIZAL MOHAMMED</i>	
CITY <i>PEMBROKE PINES</i>	STATE <i>FL</i>	ZIP CODE <i>33025</i>	TELEPHONE NO. (NO CELL PHONES) <i>954-436-3200</i>		
PREVIOUS BUSINESS ADDRESS (IF AT PRESENT ADDRESS LESS THAN 2 YEARS)				DUN & BRADSTREET NO.	
PARENT COMPANY (IF APPLICABLE)				BILLING CONTACT: (NAME) <i>FAIZAL MOHAMMED</i>	
ADDRESS	CITY	STATE	ZIP CODE	E-MAIL ADDRESS <i>POULCE.FINANCE@PPINES.COM</i>	
APPLICANT IS: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other				TELEPHONE NO. (NO CELL PHONES) <i>954-436-3200</i>	
PURCHASE ORDER # OR COST CONTROL INDICATOR (CCI) REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # of digits? ___ (min of 2 max of 15)				TAX EXEMPT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, please provide a copy of your tax exemption certificate(s).	

BUSINESS CREDIT REFERENCES - SECTION 2

BANK			TRADE		
BANK NAME <i>see attached</i>			NAME (1)		TELEPHONE NO. (NO CELL PHONES)
CITY	STATE	TELEPHONE NO.	ADDRESS		
CHECKING ACCOUNT NO.	CONTACT		CONTACT		ACCOUNT NO.
PREVIOUS BANK (IF LESS THAN 2 YEARS)			NAME (2)		TELEPHONE NO. (NO CELL PHONES)
CITY	STATE	TELEPHONE NO.	ADDRESS		
CHECKING ACCOUNT NO.	CONTACT		CONTACT		ACCOUNT NO.

CAR COMMERCIAL BILLING APPLICANTS ONLY - SECTION 3

NAME OF COMPANY AS IT SHOULD APPEAR ON CARDS (MAXIMUM 22 CHARACTERS INCLUDING SPACES)										Estimated Annual Revenue: Avis _____ Budget <i>\$40,000</i>	
CAR GROUP PREFERENCE (CHECK ONE) <input type="checkbox"/> B. COMPACT <input type="checkbox"/> C. INTERMEDIATE <input type="checkbox"/> D. FULL SIZE 2 DOOR <input type="checkbox"/> E. FULL SIZE 4 DOOR <input type="checkbox"/> G. PREMIUM <input type="checkbox"/> H. LUXURY <input type="checkbox"/> W. SPORT UTILITY (Limited Availability) <input type="checkbox"/> OTHER ___				LDW <input type="checkbox"/> YES <input type="checkbox"/> NO		PAI/PAE <input type="checkbox"/> YES <input type="checkbox"/> NO		ALI/SLI <input type="checkbox"/> YES <input type="checkbox"/> NO		PEP <input type="checkbox"/> YES <input type="checkbox"/> NO	

Cardholder Names (Attach a list for additional names if needed)

LAST	FIRST	BRAND		LAST	FIRST	BRAND	
		AVIS	BUDGET			AVIS	BUDGET
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

AUTHORIZED REP CARDS (Limit 5) AVIS ___ BUDGET ___	AVSACTOS (Limit 50 of each) BUDGET OTTOS (Limit 50 of each) ___	Avis Global Electronic Billing (GEB) <input type="checkbox"/> YES <input type="checkbox"/> NO	Budget Applicant Billing Program <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	--	---

TRAVEL/TOUR AND RENTAL CERTIFICATE APPLICANTS ONLY – SECTION 4

Travel and Tour accounts only:
 NVR YES NO
 COST CONTROL YES NO
 NUMBER OF CHARACTERS REQUIRED
 (must be at least 2 but not greater than 15) _____

Please estimate as closely as possible your annual requirement of Avis/Budget Vouchers or Rental Certificates:
 Avis V _____ RC _____ Budget V _____ RC _____
 Recent year end or quarterly audited financial statement or balance sheet attached
 Personal Guaranty attached

BUDGET TRUCK COMMERCIAL BILLING APPLICANTS ONLY – SECTION 5

Individuals Authorized to Rent on the Account (Attach a list for additional names if needed)

NAME	PHONE NUMBER	NAME	PHONE NUMBER
	() -		() -
	() -		() -
	() -		() -
	() -		() -
	() -		() -

**FOR SOLE PROPRIETORSHIPS OR PARTNERSHIPS, THE FOLLOWING INFORMATION IS REQUIRED.
 (please note you're authorizing your personal credit to be considered as part of this application)**

OWNER'S NAME	SOCIAL SECURITY NUMBER	% OWNERSHIP
OWNER'S SIGNATURE		RESIDENCE PHONE #
RESIDENCE PHYSICAL ADDRESS		
OWNER'S NAME	SOCIAL SECURITY NUMBER	% OWNERSHIP
OWNER'S SIGNATURE		RESIDENCE PHONE #
RESIDENCE PHYSICAL ADDRESS		

SIGNATURE AREA SECTION 6

The undersigned has read the terms and conditions on the corresponding page indicated on page 1 by the type of account requested and agree thereto on behalf of the Company indicated in the Company Name field of Section 1. The undersigned certifies the completed information provided in this Global Commercial Billing Application to be correct and that he/she is authorized to commit the Company to the financial obligation of the billing account according to the terms and conditions of this application. The undersigned authorizes the release of any information required by the Avis Budget Group company(ies) that are parties to this application.

Avis Budget Group	Company:
Salesperson Name (print) <u>Andrew Salcido</u>	Company Name <u>CITY OF PEMBROKE PINES</u>
STC/Account Manager Code <u>563692</u>	Authorized Signature <u>[Signature]</u>
E-Mail Address <u>Andrew.Salcido@avisbudget.com</u>	Print Name <u>LISA CHONG</u>
Office phone <u>754-260-0067</u>	Title <u>FINANCE DIRECTOR</u>
Cell phone <u>754-260-0067</u>	Date <u>11-14-17</u>

FOR ABG USE ONLY- DO NOT WRITE IN THIS SPACE- SECTION 7

Central Billing	AWD											Acct #											DIV IND	<input type="checkbox"/> Y	<input type="checkbox"/> N					
	BCD	<u>2790100</u>																							<input type="checkbox"/> Y	<input type="checkbox"/> N				
Travel or Tour	AWD												Acct #												IATA/Avis Assigned			DIV IND	<input type="checkbox"/> Y	<input type="checkbox"/> N
	BCD																								IATA/BUD Assigned			DIV IND	<input type="checkbox"/> Y	<input type="checkbox"/> N
Rental Certificate	AWD												Acct #												IATA/Avis Assigned			DIV IND	<input type="checkbox"/> Y	<input type="checkbox"/> N
	BCD																								IATA/BUD Assigned			DIV IND	<input type="checkbox"/> Y	<input type="checkbox"/> N
Vehicle Application	AWD												Acct #												Avis Assigned			Budget Truck		
	AWD												Acct #												Avis Assigned			CPG	<input type="checkbox"/> Y	<input type="checkbox"/> N
	AWD												Acct #												Avis Assigned					
	BCD												Acct #												BUD Assigned			Account #		
BCD												Acct #												BUD Assigned						
BCD												Acct #												BUD Assigned						

Exhibit A – Avis/Budget Car Commercial Billing Application Terms and Conditions

1. Avis/Budget Commercial Billing charge instruments, defined as Avis/Budget Commercial Billing charge cards, Avis Company Travel Orders (ACTO's)/Budget One Trip Travel Orders (OTTO's) or Avis Global Electronic Billing (GEB)/Budget Applicant Program account(s), will be issued upon approval of this completed application form, which approval is in the sole discretion of Avis Budget Group. "Avis" and "Budget" will be jointly referred to as ABG for the simplicity of the parties and the Agreement provided, however, neither Avis nor Budget shall be liable for the obligations of the other.
2. The authorized signature on this application form shall be deemed to constitute the subscribing company's acceptance of the Terms and Conditions contained herein, on the charge card transmittal carrier, the Global Electronic Billing Agreement/Applicant Program, ACTO's/OTTO's and on the Standard ABG Rental Agreement, as such documents shall be amended from time to time; and all vehicle rentals made to the subscribing company's travelers shall be subject to such terms and conditions. The Commercial Billing account may be terminated by either party, in its sole discretion, upon thirty (30) days prior written notice provided however if Company breaches these terms and conditions, ABG may terminate immediately on notice to Company. These Commercial Billing Terms and Conditions supersede any and all other Commercial Billing credit agreements between the parties. If there is a conflict between these terms and conditions and any other agreement between the parties, these terms and conditions will control.
3. The subscribing company assumes full responsibility for all charges incurred through the use of ABG issued charge instruments to the subscribing company or its employees, agents or representatives. The charge instruments issued to the subscribing company are not credit cards. All charges, fees and expenses, including, but not limited to, payment for loss of or damage to the rental vehicle and parking tickets, are due in full within 30 days from the invoice date to ABG on a monthly basis. The subscribing company may not defer payment of these charges. The value of rental days at foreign rental locations shall be converted by ABG to the local currency equivalent in accordance with ABG's procedures and based on the exchange rates in effect at the renting location at the time the vehicle is rented. A transaction fee of 2% will be added to each rental after converted to local currency. The subscribing company is responsible for accessing the online monthly invoices and issuing payments upon receipt of the invoice. Such invoices must be accessed via online for Avis at <https://avis.documentportal.com> and for Budget at <https://budget.documentportal.com> as no paper statements will be mailed. ABG may send out monthly email reminders to the email address provided by the subscribing company on the application form. It is the sole responsibility of the subscribing company to notify ABG if there are any changes to the billing notice contact email address on file.
4. Unless the subscribing company questions the accuracy of any invoice or entry thereon, in writing, with sufficient detail to permit ABG to investigate subscriber's claims within 60 days after the date thereof, such invoice will be deemed to be accurate and complete for all purposes. The subscribing Company agrees to pay a late charge of 1.5% per month on any past due balance (but in no event shall the late payment fee be in excess of the highest rate permitted by law), any collection costs, reasonable attorney's fees, and administrative fees if the amount billed to the company is not paid when due.
5. ABG Commercial Billing charge Instruments are not transferable and may be invalidated or canceled or the terms thereof modified by ABG at any time without prior notice. Possession of an ABG Commercial Billing charge instrument does not automatically entitle the subscribing company's employee to rent a vehicle from ABG. The renter must meet all ABG age, driver and other requirements at the time of rental.
6. The subscribing company agrees to report any change in the statement billing address, the subscribing Company's authorized officer, charge or financial contact. The subscribing Company further agrees to promptly report any addition; revision or cancellation of the employees authorized to use ABG Commercial Billing charge instruments and has the responsibility to destroy any obsolete charge instruments. Lost or stolen charge instruments must be reported immediately by email to Charge.Card@AvisBudget.com or by mail to ABG at: 300 Centre Pointe Drive, Virginia Beach, VA 23462, Attention: Charge Card Department. The subscribing company will be responsible for all charges incurred through use of such Commercial Billing charge instruments prior to receipt of notice by ABG.
7. Without waiver of any other remedy, Company agrees that ABG may, in its sole discretion, offset against any monies otherwise owed, monies that are sixty (60) days past due on Company's account.
8. Company agrees to maintain records as are reasonably necessary for ABG to verify Company's compliance with this Agreement. Company will allow ABG to have access to such records, upon three days prior written notice, to audit supplier's performance under the Agreement. Each party shall bear their own costs of any audit.
9. The Agreement shall be governed by the laws of the State of Florida. Each party consents to the exclusive jurisdiction of the State and Federal courts located in Florida for the resolution of any dispute. Each party irrevocably waives trial by jury.
10. Each party agrees to comply with all applicable laws.
11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified unless reduced to writing and signed by all parties hereto.

Company Name:

Lisa Chong
Signed Lisa Chong

Finance Director
Title (Manager or above)

11-14-17
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. 5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100 MINNEAPOLIS, MN 55437-1027	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC. 6 SYLVAN WAY; PARSIPPANY, NJ 07054	INSURER A: CONTINENTAL CASUALTY COMPANY 20443	
	INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC. 90029	
	INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA 20427	
	INSURER D: TRANSPORTATION INSURANCE COMPANY 20494	
	INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY 20699	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 5186 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GARAGE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL9001603190	7/1/2017	7/1/2018	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$0 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$25,000,000 PRODUCTS - COM/OP AGG \$ \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		BUA7001700830	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	SELF INSURED			7/1/2017	7/1/2018	\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOOG28130168002	7/1/2017	7/1/2018	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC4014106301 - DED. WC4014106346 - CA WC4014106265 - RETRO	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D						EACH OCCURRENCE / AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached

CERTIFICATE HOLDER INSURANCE CERTIFICATE ENCLOSED CITY OF PEMBROKE PINES ATTN: CITY MANAGER 601 CITY CENTER WAY PEMBROKE PINES, FL 33025 USA C/O PROPERTY / AIRPORT MANAGER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

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Certificate Holder:

CITY OF PEMBROKE PINES

Cert Number:

5186

CITY OF PEMBROKE PINES IS ADDITIONAL INSURED TO THE GENERAL LIABILITY POLICY WITH RESPECT TO THEIR INTEREST IN THE WRITTEN 4TH AMENDMENT TO THE CAR RENTAL AGREEMENT BETWEEN CITY OF PEMBROKE PINES AND BUDGET RENT-A-CAR, INC. THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.



**FIFTH AMENDMENT OF THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THIS AGREEMENT, dated this 27 day of May 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "City",

and

BUDGET RENT-A-CAR, INC., a company authorized to do business in the State of Florida, with a business address of **7944 PINES BOULEVARD, PEMBROKE PINES, FL 33024**, hereinafter referred to as "Budget". "City" and "Budget" may be collectively referred to as the "Parties".

WHEREAS, on May 27, 2009, the City and Budget entered into the original agreement awarded by the City Commission for Bid No. PD-08-08 to provide rental vehicles for the Police Department to Budget as the most responsive, responsible bidder, for a period of **two (2) initial years**, which expired May, 26, 2011; and,

WHEREAS, the original agreement authorized the option to renew the Agreement for **additional two (2) year terms** upon mutual consent of the Parties; and,

WHEREAS, on August 9, 2011, the City executed the First Amendment to the Original Agreement, for the **first two (2) year term**, commencing on **May 27, 2011 expiring on May, 26, 2013**; and,

WHEREAS, on April 18, 2013, the City executed the Second Amendment to the Original Agreement, as amended, for the **second two (2) year term**, commencing on **May 27, 2013 and expiring on May 26, 2015**; and,

WHEREAS, on May 5th, 2015 the City executed the Third Amendment to the Original Agreement, as amended, for the **third two (2) year term**, commencing on **May 27, 2015 and expiring on May 26, 2017**; and,

WHEREAS, on October 31st, 2017 the City executed the Fourth Amendment to the Original Agreement, as amended, to adopt an amendment to **Article 3 Scope of Work**, adopt an amendment to **Article 7 Contract Sum** to increase the rate of the Group II vehicles from \$910 to \$912 per vehicle, per month, which is a 0.22% increase, to repeal and replace **Article 13 Public Works** to comply with Florida's Public Records Law, and for the **fourth two (2) year term**, commencing on **May 27, 2017 and terminates on May 26th, 2019**; and,



WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties seek to amend the Original Agreement, as amended, to **include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement**; and,

WHEREAS, the Parties specifically seek to execute the **fifth two (2) year renewal term** and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 22, entitled "**Miscellaneous Provisions**", is hereby amended to include the following:

22.1 Scrutinized Companies. Budget, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

22.1.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

22.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

22.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

22.1.2.2 Is engaged in business operations in Syria.

SECTION 3. The Original Agreement, as amended, is hereby renewed for the **fifth two (2)**



year renewal period commencing on **May 27, 2019** “nunc pro tunc”, and terminating on **May 26, 2021**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

City:

CITY OF PEMBROKE PINES

[Signature]
MARLENE D. GRAHAM,
CITY CLERK

BY: [Signature]
CHARLES F. DODGE
CITY MANAGER



APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

Budget:

BUDGET RENT-A-CAR, INC.

WITNESSES

[Signature]
NICOLAS AYALA
Print Name

BY: [Signature]
Print Name: Andrey Salcido
Title: Sales manager

[Signature]
Lesa Hamilton
Print Name
STATE OF Florida

) ss:
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Andrew Salcido as Sales Manager of **BUDGET RENT-A-CAR, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BUDGET RENT-A-CAR, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of May, 2019

[Signature]
NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppin.es.com

Agenda Request Form

Agenda Number: 26.

File ID: 19-0925

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 07/29/2019

Short Title:

Final Action: 08/07/2019

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Budget Rent-A-Car, Inc. - Rental Vehicles

(B) ESO Solutions, Inc. - Records Management System

(C) Allied Universal Corp. - Purchase of Sodium Hypochlorite

*Agenda Date: 08/07/2019

Agenda Number: 26.

Internal Notes:

Attachments: 1. Contract Database Report - August 7, 2019 (Final), 2. Budget Rent A Car - Vehicle Rental Agreement - 5th Amendment 2019-2021 and Prior, 3. ESO Solutions - Records Management System (Renewal 2019-20 & Original), 4. Allied Universal Corp - CO-OP Agreement (Renewal 2019-20 & Original 2017-19)

Indexes:

1 City Commission 08/07/2019 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz,
Commissioner Siple, and Commissioner Good Jr.
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Budget Rent-A-Car, Inc. - Rental Vehicles

1. The City of Pembroke Pines contracts with Budget Rent-A-Car, Inc. to provide rental vehicles for undercover and surveillance operations.

2. On May 27, 2009, the City entered into the Original Agreement with Budget Rent-A-Car for an initial two (2) year period, commencing May 27, 2009 and expiring May 26, 2011.

3. Section 2 of the Original Agreement allows for additional two (2) year renewal terms upon mutual consent of both parties.

4. On August 9, 2011, the parties executed the First Amendment to the Original Agreement, for the first two (2) year renewal term, commencing on May 27, 2011 expiring on May, 26, 2013.

5. On May 2, 2012, the City Commission approved the Police Department's request to increase the number of vehicles from four to five, increasing the total annual cost from \$43,680.00 to \$54,600.00.

6. On April 18, 2013 the City executed the Second Amendment to the Original Agreement, as amended, for the second two (2) year term, commencing on May 27, 2013 and expiring on May 26, 2015.

7. On May 5th, 2015 the parties executed the Third Amendment to the Original Agreement, as amended, for the third two (2) year term, commencing on May 27, 2015 and expiring on May 26, 2017.

8. On October 31st, 2017 the parties executed the Fourth Amendment to the Original Agreement, as amended, to adopt an amendment to Article 3 Scope of Work, adopt an amendment to Article 7 Contract Sum to increase the rate of the Group II vehicles from \$910.00 to \$912.00 per vehicle, per month, which is a 0.22% increase, to repeal and replace Article 13 Public Works to comply with Florida's Public Records Law, and for the fourth two (2) year term, commencing on May 27, 2017 and terminating on May 26th, 2019.

9. Currently the Police Department would like to increase the number of rental vehicles from five (5) to six (6) increasing the renewal cost from \$54,720.00 to \$65,664.00 annually.

10. The Police Department recommends the renewal of the Original Agreement, as amended, for an additional two (2) year renewal term commencing on May 27, 2019, nunc pro tunc, and terminating on May 26th, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$65,664.00
- b) **Amount budgeted for this item in Account No:** 1-521-3001- -44200: Rents - Machinery & Equipment
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	N/A	N/A
Expenditures	\$21,888.00	\$65,664.00	\$43,776.00	N/A	N/A
Net Cost	\$21,888.00	\$65,664.00	\$43,776.00	N/A	N/A

- e) **Detail of additional staff requirements:** "Not Applicable"

(B) ESO Solutions, Inc. - Records Management System

1. The City of Pembroke Pines currently contracts with ESO Solutions, Inc., formerly known as Conduent Government Systems, LLC to provide a records management system for the Fire Department.
2. On August 22, 2017, the City entered into a Purchasing Agreement with Conduent Government Systems, LLC d/b/a Firehouse Software for an initial one (1) year period, commencing August 22, 2017 and expiring August 21, 2018.
3. Section 3.2 of the Original Agreement allows for five (5) additional one (1) year renewal terms, upon mutual consent, as evidenced by a written Amendment.
4. On September 4, 2018, the parties executed the First Amendment to the Original Agreement to acknowledge the acquisition of Conduent Government Systems, LLC by ESO Solutions, Inc. effective September 29, 2017, and for the renewal of the agreement for the first one (1) year renewal period, commencing August 22, 2018 and expiring August 21, 2019.
5. The Fire Department recommends that the City approve the Second Amendment to reflect updated pricing and for the second one (1) year renewal term commencing August 22, 2019 and expiring August 21, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$30,375.00
- b) **Amount budgeted for this item in Account No:** 1-529-4003-46801 I.T. Maintenance Contracts
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenditures	\$18,316.00	\$30,375.00	\$31,286.25	\$32,224.84	\$33,191.59
Net Cost	\$18,316.00	\$30,375.00	\$31,286.25	\$32,224.84	\$33,191.59

e) **Detail of additional staff requirements** "Not Applicable"

(C) Allied Universal Corp. - Purchase of Sodium Hypochlorite

1. The Utility Division utilizes Sodium Hypochlorite from Allied Universal Corporation for the treatment of water and wastewater.
2. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 12006-372 which commenced on October 3, 2017 and terminates on October 2, 2019.
3. Section I of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent of the parties.
4. The Utilities Department estimates a yearly cost of \$77,688.00 based on 156,000 gallons x \$0.498 per gallon for tanker loads.
5. The City's Utilities Department recommends that the City approve the renewal of the agreement for an additional one (1) year commencing October 3, 2019 and ending October 2, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$77,688
- b) **Amount budgeted for this item in Account No:** \$77,688 in account #471-535-6022-52430 (Operating Chemicals) & in account #471-535-6031-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0				
Expenditures	\$77,688				
Net Cost	\$77,688	TBD	TBD	TBD	TBD

e) **Detail of additional staff requirements:** Not Applicable

Certificate Holder:

CITY OF PEMBROKE PINES

Cert Number:

7547

THE CITY OF PEMBROKE PINES IS ADDITIONAL INSURED TO THE GENERAL LIABILITY POLICY WITH RESPECT TO THEIR INTEREST IN THE WRITTEN CORPORATE ACCOUNT AGREEMENT. THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.