

# COCONUT CREEK

## REQUEST FOR PROPOSALS



## FLEET MANAGEMENT AND MAINTENANCE SERVICES

RFP NO. 06-27-18-10

PURCHASING DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
eBid System: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing)

**CITY OF COCONUT CREEK  
FLEET MANAGEMENT AND MAINTENANCE SERVICES  
RFP NO. 06-27-18-10**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>Legal Notice / Request for Proposals</b> .....	NTP
<b>I. General Terms and Conditions</b>	
1. Defined Terms .....	1
2. Cone of Silence .....	2
3. Bid Forms .....	3
4. Sub-Contractors.....	3
5. Qualifications of Bidders .....	3
6. Specifications.....	3
7. Addendum .....	4
8. Prices Bid .....	4
9. Examination of Bid Documents .....	5
10. Modification and Withdrawal of Bids .....	5
11. Submission and Receipt of Bids.....	5
12. Acceptance or Rejection of Bids .....	5
13. Opening of Bids .....	6
14. Award of Contract .....	6
15. Contractual Agreement .....	6
16. Taxes.....	7
17. Estimated Quantities/Warranties of Usage.....	7
18. Samples and Demonstrations .....	7
19. Delivery.....	7
20. Verbal Instructions Procedure.....	7
21. References .....	7
22. Costs Incurred by Bidders.....	7
23. Permits, Fees and Notices (If Applicable) .....	7
24. Penalties for Misrepresentation.....	8
25. Restriction on Disclosure and Use of Data.....	8
26. Exceptions to the RFP .....	8
27. Cancellation for Unappropriated Funds.....	8
28. Independent Contractor .....	8
29. Safety .....	8
30. Occupational Health and Safety.....	8
31. Conflict of Interest.....	9
32. Indemnity/Hold Harmless .....	9
33. Public Entity Crimes Statement.....	9
34. Public Records.....	9
35. Drug-Free Workplace Programs .....	10
36. Collusion.....	10
37. Audit Rights .....	10
38. Patent and Royalties.....	11
39. Purchase by Other Governmental Agencies .....	11
40. Assignment and Sub-Letting.....	11
41. Venue .....	11
42. Gratuities and Kickbacks .....	11

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>I. General Terms and Conditions</b>	
43. Protest Process .....	11
44. Confidential and / or Proprietary Information .....	12
45. Anti-Discrimination.....	12
46. Default .....	13
<b>II. Special Terms and Conditions</b>	
1. Purpose .....	14
2. Mandatory Pre-Proposal Meeting & Site Inspection.....	14
3. Minimum Qualification Requirements .....	14
4. Technical Proposal Requirements .....	15
5. Competency of Proposers.....	18
6. Conditions for Emergency/Hurricane Disaster.....	18
7. Performance .....	18
8. Schedule of Events .....	18
9. Uncontrollable Circumstances (“Force Majeure”) .....	18
10. Proposal Submission.....	19
11. Bid Bond / Security Bond .....	20
12. Performance Bond / Irrevocable Letter of Credit .....	20
13. Evaluation Method and Criteria.....	20
14. Review of Proposals for Responsiveness.....	21
15. Selection Process.....	21
16. Best and Final Offers.....	22
17. Negotiations.....	22
18. Award of Contract.....	22
19. Contract Term.....	23
20. Price.....	23
21. Cost Adjustments .....	23
22. Notice of Intent Not to Renew .....	23
23. Insurance Requirements .....	24
24. Dispute Resolution .....	25
25. Sensitivity of City Property .....	26
26. Scrutinized Companies.....	26
27. Inspection, Direction, and Payment .....	27
<b>III. Detailed Requirements – Scope of Services</b>	
1. Overview of City of Coconut Creek .....	29
2. Objective of this Request for Proposal.....	29
3. Responsibilities of the Selected Fleet Services Contractor .....	29
4. Agreement Management.....	29
5. Garage and Equipment .....	30
6. Services to be Performed .....	32
7. Parts Operation.....	40
8. Performance Standards.....	42
9. Performance Incentives / Penalties.....	43
10. Quality Assurance Program.....	44
11. Record Keeping and Reporting .....	44
12. Contractor Personnel.....	46
13. Total Agreement Cost.....	47
14. Annual Meetings.....	49

**Attachments:**

Attachment “A” Fleet Inventory By Class ..... 51  
Attachment “B” Vehicle & Equipment Preventive Maintenance Schedules ..... 52  
Attachment “C” Listing of Fuel Sites ..... 53  
Attachment “D” Schedule of Proposal Prices, Targeted Operating Budget ..... 54  
Attachment “E” Non-Targeted Operating Budget Services, Detailed Hourly Rate.. 55  
Attachment “F” References ..... 56

**IV. Required Documents**

Proposal Requirements Checklist..... 57  
Proposer Information ..... 58  
Proposal Confirmation ..... 59  
Schedule of Proposal Prices..... 60  
Visa Card Information..... 61  
Indemnification Clause ..... 63  
Non-Collusive Affidavit ..... 64  
Proposers Qualification Statement ..... 66  
Acknowledgement Proposers Qualification Statement..... 70  
Drug-Free Workplace Form ..... 71  
Sworn Statement on Public Entity Crimes ..... 72  
Exceptions to the RFP..... 75  
Scrutinized Companies Certification Form..... 76



# CITY OF COCONUT CREEK

## FINANCE AND ADMINISTRATIVE SERVICES

KAREN M. BROOKS, CFO

4800 WEST COPANS ROAD

COCONUT CREEK, FLORIDA 33063

May 27, 2018

### LEGAL NOTICE / REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide Fleet Management and Maintenance Services to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

**RFP No:** 06-27-18-10  
**RFP Name:** Fleet Management and Maintenance Services  
**Mandatory Pre-Proposal Meeting:** Tuesday, June 12, 2018 at 10:00 a.m. EST  
**Due Date/Time:** Wednesday, June 27, 2018 at 10:00 a.m. EST

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Lorie Messer, Purchasing Analyst at (954) 956-1584.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing). The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Each Proposal shall be accompanied by a bid security in the form of a Bid Bond, Cash or Cashiers Check payable to the City of Coconut Creek, and the amount shall be five (5) % of the total cost of Proposer's proposal. The City reserves the right to reject any and all security tendered to the City. Security bonds will be returned to unsuccessful Proposers upon execution of a contract with the Successful Proposer. **Proposer shall submit their original Bid Bond in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the City Clerk located in City Hall prior to the due date and time.** Proposer shall include a copy of the Bid Bond with their proposal.

A mandatory pre-proposal conference and site inspection will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063 with the City of Coconut Creek staff. Proposers or their representative(s) must attend. Please ensure that your company has reviewed the proposal and specifications as this meeting presents an opportunity to clarify any concerns regarding the proposal requirements. Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks  
Deputy City Manager/Chief Financial Officer  
Finance and Administrative Services

Publish Dates: Sunday, May 27, 2018  
Sunday, June 3, 2018

## SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### INSTRUCTIONS TO BIDDERS:

#### 1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

**First Ranked Proposer:** That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** When the City is requesting proposals from qualified Proposers.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

**2. Cone of Silence**

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation,

the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or

vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

### **3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

### **4. Sub-Contractors**

- 4.1 **Sub-Contractors Terms**  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 **Sub-Contractors Agreement**  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

### **5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

### **6. Specifications**

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



- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**7. Addendum**

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby

interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

**8. Prices Bid**

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs

of packaging, transporting and delivery to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

## 9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently

entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

## 11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

## 12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will

be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

**13. Opening of Bids**

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

**14. Award of Contract**

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to

City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

**15. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of

precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**16. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**17. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

**18. Samples and Demonstrations**

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**19. Delivery**

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**20. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**21. References**

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

**22. Costs Incurred by Bidders**

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

**23. Permits, Fees and Notices (If Applicable)**

23.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

23.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

23.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the

jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

- 24. Penalties for Misrepresentation**  
Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.
- 25. Restriction on Disclosure and Use of Data**  
All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.
- 26. Exceptions to the Bid**  
Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.
- 27. Cancellation for Unappropriated Funds**  
The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 28. Independent Contractor**  
The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 29. Job Site Safety**  
The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons

(including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

- 30. Occupational Health and Safety**  
In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:
- a) The chemical name and the common name of the toxic substance.
  - b) The hazards or other risks in the use of the toxic substance, including:
    - 1) The potential for fire, explosion, corrosiveness, and reactivity;
    - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - 3) The primary routes of entry and symptoms of overexposure.
  - c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

**31. Conflict of Interest**

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

**32. Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

**33. Public Entity Crimes Statement**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, 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 for 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**34. Public Records**

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the

completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes as may be amended from time to time, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant 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.

- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

### **35. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

### **36. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### **37. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any

and all times during normal business hours during the term of the contract.

**38. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**39. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**40. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**41. Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

**42. Gratuities and Kickbacks**

42.1 **Gratuities:** It is unethical for any person to offer, give, or agree to give

any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

42.2 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

42.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

**43. Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

(a) Only a bidder, proposer or offeror whose bid or proposal is timely



received and fully complies with all terms and conditions of the bid or proposal may protest an award.

- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold

the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

#### **44. Confidential and/or Proprietary Information**

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

#### **45. Anti-Discrimination**

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant,

the City shall have the right to terminate the Agreement as if this Agreement had never been made.

#### 46. Default

##### 46.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

##### Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

##### 46.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

##### 46.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

## SECTION II SPECIAL TERMS AND CONDITIONS

### 1. Purpose

The City of Coconut Creek is seeking proposals from interested and qualified firms to provide the management, maintenance, and repair of its fleet, fuel site, and other fleet advisory services. The City's objective is to reduce fleet downtime and cost, while increasing reliability and protecting the City's overall investment in its fleet.

#### Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

**Submit To:** Lorie Messer, Purchasing Analyst

**Email:** [lmesser@coconutcreek.net](mailto:lmesser@coconutcreek.net)

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

### 2. Mandatory Pre-Proposal Meeting and Site Inspection

A mandatory pre-proposal conference and site inspection will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063. Proposers or their representative(s) must attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the site and specifications will be answered and proposers will be able to familiarize themselves with conditions that may affect the proposal price.

**NOTE:** Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

### 3. Minimum Qualification Requirements

#### 3.1 Minimum Qualifications

- a. Minimum of five (5) years' experience
- b. Maintain ASE Blue Seal Certification or better

#### 3.2 Licenses / Certifications

Proposer must possess at time of award, prior to executing the Agreement the following licenses/certifications:

- a. All Contractor employees shall have all appropriate license(s)
- b. All of Contractor's mechanics assigned to the Agreement shall possess a Harley Davidson Motorcycle repair certification
- c. At least two (2) of Contractor's mechanics shall be qualified diesel mechanics
- d. At least two employees must possess the Underground Storage Tank Class A / B operator's certification

Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended.

#### 4. **Technical Proposal Requirements**

The Contractor's proposal will present the technical elements of the proposal and must consist of the following sections:

##### **Section 1: Corporate Overview**

This section of the proposal will present an overview of the Contractor's organization.

##### **Section 2: Approach**

This section of the report will consist of a statement of the Contractor's understanding of the objectives of the procurement and how these objectives may best be accomplished. It also will present the Contractor's approach to providing the services specified in this RFP. This section will describe the services to be provided, who will provide the services, how the services will be provided, and the management systems the Contractor will use to support provision of services and accomplishment of performance objectives and standards. Thus, this section will include a description of things, such as the processes to be used to promote compliance with the Preventive Maintenance (PM) program, to schedule services to minimize disruption to the conduct of City business, to establish priorities among competing demands, to control the quality of services provided, to track the work that is accomplished, and to otherwise accomplish the City's objectives. The City is particularly concerned about and interested in the Contractor's approach to maximizing the availability of equipment during major storms, hurricanes, tornadoes, etc. The Contractor must also state in this section its plan for managing work requirements during possible work slowdowns or strikes so that Agreement specifications and standards continue to be met and levels of service maintained.

##### **Section 3: Transition Plan**

This section will describe the actions that will be taken to accomplish a successful transition to Agreement services and the resources the Contractor will employ in addition to resources needed to provide Targeted Operating Budget Services to accomplish a successful transition. The Contractor will describe how continuity of service will be maintained during the transition period. In addition to specific actions to be taken, specific personnel to be used and their time commitments, and other resources to be used, the Contractor will provide a time-line of events and milestones for the transition period.

##### **Section 4: Organization and Staffing**

This section will present the Contractor's proposed organization structure and staffing chart showing specific job classifications, number of employees and full-time equivalent employees by position and reporting relationships. A position description with eligibility requirements will be provided for each position. Resumes for all key managerial/supervisory positions will be provided in sufficient detail to be able to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor. The amount of time each key individual will devote to the work will be specified.

**Section 5: Qualifications and Experience**

In this section, the Contractor will describe its track record in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the Contractor to perform these services. The Contractor will describe its experience with the full range of vehicles and equipment in the City fleet and with Alternative Fuel Vehicles.

This section will include a list of all work of this nature the Contractor has performed within the past five (5) years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client's fleet, the scope of services provided, effective dates of the Agreement(s) with this client, and the annual Agreement cost. The Contractor will distinguish fleet maintenance work from other work when both are part of a single Agreement.

**Note:** The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

**Section 6: Targeted Operating Budget Cost Proposal**

The Contractor must use the Targeted Operating Budget Cost for the presentation of its Targeted Operating Budget Cost proposal. Proposers are to submit prices electronically through the eBid system "Line Items" tab for each item identified in the Targeted Operating Budget Cost. The costs set forth in the eBid system will be used for establishing an Agreement Targeted Operating Budget Cost, which will be the Contractor's operating budget for each year of the base period of this Agreement. The following instructions and definitions apply to the completion of the Targeted Operating Budget Cost Schedule:

- a. **Personnel:** The number of full-time personnel equivalents (FTEs) – (1 FTE = 2,080 hours per year) proposed for each personnel category listed on the Targeted Operating Budget Cost Schedule will be noted along with the corresponding total personnel cost for this category. Personnel costs must be broken down into wages and salaries and fringe benefit costs by job classification. Any vacancies for more than ninety (90) days will be credited to the City. Any bonuses awarded by the Contractor to personnel as a result of cost savings realized under this Agreement relative to the Targeted Operating Budget Cost will not be reimbursed by, and should not be included in the cost to, the City.
- b. **Parts, Supplies, and Outside Costs:** The Contractor will charge the City for parts, supplies, and outside services when the items or services are used on City vehicles and equipment, as reflected in the Contractor's completed repair orders. No markup will be added to the Contractor's net cost for the items or services charged to the City.
- c. **Overhead Costs:** Overhead costs included in the Targeted Operating Budget Cost will include indirect expenses incurred for such items as indirect shop supplies, office supplies, uniforms, bonding costs, copying services, non-capitalized equipment, shop tools, diagnostic equipment, training, insurance etc. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods and services under this Agreement also are defined as overhead costs. The Contractor will charge the City for such overhead

expenses as they are incurred and at the Contractor's net cost without markup. Indirect costs incurred by the Contractor in connection with the following will not be reimbursed by, and should not be included in the cost to the City: bad debts; donations; entertainment; fines and penalties; lobbying; defense of criminal charges; accidents while driving City owned vehicles and alcoholic beverages.

- d. **General Administrative Costs and Fees:** The Contractor's general administrative costs and fee will be charged to the City at the rate of one-twelfth (1/12) of the approved annual amount for general administrative costs and fee per month.

**Section 7: Non-Targeted Operating Budget Cost Proposal**

The Contractor must include in its response to this RFP its proposed Non-Targeted Operating Budget Service rates. These rates will set the maximum rate that the Contractor will charge for providing Non-Targeted Operating Budget Services. In the process of providing the City with an estimate of cost to perform Non-Targeted Operating Budget Services (e.g., directed work; vandalism repair), the Contractor may elect to quote the City a price for such work that is based on rates that are lower than those proposed. In addition, the Contractor must specify the cost it will charge the City for parts used to perform Non-Targeted Operating Budget services.

**Section 8: Transition Cost Proposal**

The City recognizes that resources in addition to those needed to provide on-going Targeted Operating Budget Services may be required during the transition period. The Contractor will document these costs in its proposal. A detailed breakdown of the proposal transition costs is required.

**Section 9: Resources and Availability**

Describe the firm's management plan to be used, staffing configuration and safety protocols. Provide information about the equipment and services at the firm's disposal.

Contractor shall submit a list of proposed subcontractors to the City with their bid submittal. City shall have the right to reject the use of any sub-contractors submitted should City determine it is in the best interest to do so. This clause shall also apply to any change in sub-contractors during the term of any Agreement between the City and Contractor.

**Section 10: References**

Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past five (5) years, at least two (2) of which are governmental entities. For each client reference, include:

- Project name and location
- Scope of services provided
- Cost of project
- Contact person, title, business address, telephone and email address
- Start and completion date of the contract

**Note:** Proposer is responsible for verifying correct phone numbers, email address and current contact information. Failure to provide accurate data may result in the reference not being considered.

**5. Competency of Proposers**

Proposals shall be considered only from firms that have five (5) or more years experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

**6. Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**7. Performance**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**8. Schedule of Events**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	Sunday, May 27, 2018
Mandatory Pre-Proposal Meeting	Tuesday, June 12, 2018 at 10:00 a.m.
Last Date of Receipt of Questions	Tuesday, June 18, 2018
Addendum Release (if required)	Thursday, June 21, 2018
Proposals Due	Wednesday, June 27, 2018 at 10:00 a.m.
Compliance Review	Monday, July 2, 2018 – Thursday, July 5, 2018
Selection Committee Evaluations/Short List	Tuesday, July 17, 2018 at 10:00 a.m.
Oral Interviews/Selection of 1 <sup>st</sup> Ranked Proposer	Tuesday, July 24, 2018
Contract Negotiations with 1 <sup>st</sup> Ranked Proposer	Tuesday, July 31, 2018
Commission Award of Contract	Thursday, September 27, 2018

**9. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 10. Proposal Submission

- 10.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 25MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.
- 10.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 10.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 10.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 10.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 10.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 10.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.



- 10.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 10.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

**11. Bid Bond / Security Bond**

Each Proposal shall be accompanied by a bid security in the form of a Bid Bond, Cash or Cashiers Check payable to the City of Coconut Creek, and the amount shall be five (5) % of the total cost of Proposer’s proposal. **Proposer shall submit their original Bid Bond in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the City Clerk located in City Hall prior to the due date and time.** The City reserves the right to reject any and all security tendered to the City. RFP security bond will be returned to unsuccessful Proposers upon execution of a contract with the Successful Proposer.

Failure of the Successful Proposer to execute a contract, file any required Performance Bond, and furnish evidence of appropriate insurance coverage within ten (10) days after written notice of award has been given, shall be just cause for the annulment of the award. This will result in the forfeiture of the bid security bond to the City of Coconut Creek, which forfeiture shall be considered as liquidation of damages sustained.

**12. Performance Bond / Irrevocable Letter of Credit**

The Contractor shall be required to execute and deliver to the City, within thirty (30) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City of Coconut Creek, in the face amount of one-million dollars (\$1,000,000.00) as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City of Coconut Creek, drawn on a bank acceptable to the City of Coconut Creek, and issued in favor of the City of Coconut Creek.

Acknowledgement and agreement is given by both parties that the amount hereinabove set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City of Coconut Creek in the event of a material breach of the Agreement by the Contractor.

**13. Evaluation Method and Criteria**

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

**Criteria**

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 13.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.
- 13.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.
- 13.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

#### **14. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

#### **15. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

#### **Oral Presentations**

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

**16. Best and Final Offers**

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**17. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**18. Award of Contract**

- 18.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) Proposers if the City deems it is in its best interest.
- 18.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 18.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 18.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

**19. Contract Term**

- 19.1 The initial contract period shall be for five (5) years. The City reserves the right to extend the contract for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 19.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**20. Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

**21. Cost Adjustments**

- 21.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.
- 21.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**22. Notice of Intent Not to Renew**

The Contractor must recognize that the services to be provided are vital to the City and must be maintained without interruption and that, upon expiration or termination of the Agreement, a successor will continue these services. Therefore, if the Contractor chooses not to renew the Agreement upon Agreement expiration, the Contractor is required to provide the City a written notice of such intent at least one hundred eighty (180) days before the expiration of the Agreement.

Should the Contractor fail to provide timely notice, the City reserves the right to require continued performance of the Agreement by the Contractor under the terms of the Agreement for a period of up to four (4) months from receipt of written notice of intent or from the date of expiration of the Agreement, whichever is earlier.

### **23. Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

#### **23.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

**Note:** Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

#### **23.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

#### **23.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

#### **23.4 Garage Liability**

Contractor shall carry Garage Liability Insurance with limits of not less than One Million (\$1,000,000) dollars per occurrence and not less than Three Million (\$3,000,000) dollars aggregate.

#### **23.5 Garage Keepers Legal Liability**

Contractor shall carry Garage Keepers Legal Liability Insurance with limits of not less than Two Hundred Fifty Thousand (\$250,000) dollars per occurrence.

#### **23.6 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division  
Risk Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

### **23.7 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**Note:** A copy of **any** current Certificate of Insurance shall be included with your proposal.

## **24. Dispute Resolution**

### **24.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited

to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.

- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

## 25. **Sensitivity of City Property**

It is acknowledged by the parties that certain property owned by the City is sensitive in nature and requires concerted efforts by the Contractor to insure that the sensitive nature of such property is not compromised.

Vehicles designated by the City as unmarked police undercover vehicles will be serviced and maintained by the Contractor. The Contractor will insure that the confidential and sensitive nature of these vehicles, including, but not limited to, the special equipment inside the vehicles are maintained. Security by the Contractor will include, but not be limited to:

1. Controlling discussion about these vehicles.
2. Prohibiting handling and tampering with special machinery and tools.
3. Insuring that the integrity of mechanics and other staff and subcontractors is sufficient.

## 26. **Scrutinized Companies pursuant to Section 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must

submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **27. Inspection, Direction, and Payment**

**27.1** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.

**27.2** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.

**27.3** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.

**27.4** It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

### **27.5 Invoicing**

*Frequency:* The City will accept one (1) invoice per month for payment of Targeted Operating Budget Services. In addition, the City will accept one (1) invoice a month for costs incurred for Non-Targeted Operating Budget Services provided during the month or not previously invoiced. Each invoice, whether for Targeted or Non-Targeted Services, will be adjusted as appropriate for performance incentives/penalties, for any rework services including warranty reimbursements, fuel used by the Contractor's assigned vehicles, long distance phone bills, costs incurred directly by the City for Targeted Operating Budget Services, etc.

*Format:* Invoices will be submitted in triplicate to the Public Works Director or designee for review, approval, and payment. Invoices for Non-Targeted Operating Budget Services must include line item documentation of costs incurred (e.g., wages, parts, Subcontractor services, etc.) as well as documentation of the City's authorization to incur Non-Targeted Operating Budget Costs. Within each Non-Targeted Operating Budget category, individual repair order numbers with associated labor charges, parts costs, and subcontracted services will be delineated.

*Invoicing for Targeted Operating Budget Services:* All costs invoiced for Targeted Operating Budget Services shall be actual net costs as paid by the Contractor. The first month's invoice for Targeted Operating Budget Services plus fee shall not exceed 1/12 of the Targeted Operating Budget Cost. The Contractor's costs which exceed 1/12 of the



Targeted Operating Budget Cost in any one month may be invoiced to the City in a subsequent month within the current contract year to the extent that cumulative invoices for the current contract year-to-date do not exceed the portion of the contract year completed. For example, the total year-to-date charges through the fourth (4th) month of a contract year shall not exceed 4/12ths of the Targeted Operating Budget Cost.

*Invoicing for Transition Costs:* All costs invoiced for transition costs must be pre-approved by the Public Works Director or designee. Such costs will be actual net costs as paid by the Contractor and will be supported by detailed time and expense reports.

*Invoicing for Non-Targeted Operating Budget Services:* Non-Targeted Operating Budget labor charges made by the Contractor will only reflect labor costs incurred by the Contractor as a result of performing Non-Targeted Operating Budget work and will be billed at the rates specified in the Contractor's proposal. If the Contractor performs Non-Targeted Operating Budget work without incurring any additional labor cost, (e.g., using its existing personnel without increasing overtime, etc.) no charge to the City for labor will be made.

*Certification:* The monthly invoice for all costs will include a statement certifying that the charges billed to the City are true and accurate and were incurred in the performance of the terms of the Agreement. Such statement will be signed by the Contractor's authorized representative.

*Payment of Invoices:* The City will pay the Contractor within thirty (30) days of the City's receipt of an acceptable invoice. The City will pay the Contractor for all items invoiced over which there is no dispute so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.

## **27.6 City's Right to Review Billing Documentation**

The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers. The City also reserves the right to audit this documentation at any time.

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## **SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES**

### **1. Overview of City of Coconut Creek Fleet**

The City's Fleet Services is responsible for procuring, managing, maintaining, fueling, keeping records for, and preparing retired vehicles for sale that are operated by various departments of the City. Currently, the fleet consists of approximately 557 vehicles and other pieces of equipment that will be maintained by the Successful Contractor as identified in Attachment "A" – Fleet Inventory by Class.

Services provided by the Contractor include preventive maintenance; remedial repairs; repairs necessitated by accident, abuse, and vandalism; tire service; welding and fabrication; vehicle preparation (make ready); vehicle disposal processing; and other related services required to assure the effective and economical operation of the City's fleet. This RFP also includes fuel site management, maintenance of confiscated vehicles, management of inventory and supply of materials and parts at the Garage, required in-house warranty repair capability, specific hours of operation, and minor service program.

The Contractor shall utilize the City's Fleet Management system to provide and maintain a permanent, detailed, automated record for each vehicle and vehicle category in order to provide a basis for optimum fleet management and to provide detailed maintenance and operation information for the City.

### **2. Objective of this Request for Proposal**

The goal of this RFP is to assure that Fleet Services and the Contractor are providing maintenance and repair services to vehicles and equipment that are suitable to users' needs; available when users need them; reliable when being used; safe to operate and safely operated; economical to own, operate, and maintain; and operated and maintained in an environmentally responsible manner and with all aforementioned services provided in a cost effective manner.

### **3. Responsibilities of the Selected Fleet Services Contractor**

The selected fleet services Contractor (the Contractor) will be required to furnish all supervision and labor needed to manage and maintain the fleet in a state of repair consistent with the performance standards and service specifications identified in this RFP.

The Contractor will be required to prepare new vehicles for service (Police Department excepted) and prepare retired vehicles for sale, manage an on-site in-house inventory and supply of materials and parts pursuant to the provisions of this Agreement. The Contractor will be responsible for providing any tools and equipment needed (over and above those leased from the City under the terms described in this RFP) to provide fleet services. All preventive maintenance and repair work done by the Contractor must meet original equipment manufacturer's specifications and warranties.

Service hours shall be Monday through Friday 6:00 AM to 6:00 PM.

The Contractor may operate on weekends (Saturday or Sunday) and holidays with prior approval from the Public Works Director or designee. However, Contractor's decision to work on weekends or holidays shall not be eligible for additional compensation from City.

### **4. Agreement Management**

The City's Public Works Director or designee is authorized to act on behalf of the City in all matters relating to any resulting Agreement and/or work performed under the terms of this RFP. The Public

Works Director or designee will decide any and all questions which may arise as to quality, quantity, character, and classification of service performed by the Contractor.

## 5. Garage and Equipment

### 5.1 Use of the City's Garage Facilities and Equipment

The City owns a Maintenance Garage located at 4900 W. Copans Road, Coconut Creek, FL 33063.

- a. The City will allow the Contractor to lease for one dollar (\$1.00) per year the garage facilities to perform the fleet services specified in this RFP. Included in the lease will be ten (10) bays, all maintenance and repair equipment, ~~tools~~, a service vehicle, furniture, and other assets that are located at the garage and are currently owned by the City. Contractor shall be responsible for providing all hand and small power tools at its own expense.
- b. The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the garage. The Contractor will be responsible for identifying any hazardous conditions and notifying the City in writing within thirty (30) days of the *execution of the Agreement*. This will be accomplished by conducting an environmental assessment and an occupational, health, and safety inspection of the garage acceptable to the City. The Contractor will be responsible for making arrangements for conducting the assessment and inspection and will pay for the cost of these services.
- c. The Contractor will not use the leased assets or other City furnished property for work on vehicles or equipment not owned or leased by the City unless otherwise authorized by the City. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in the Agreement unless otherwise authorized by the City.
- d. Within ten (10) days of the execution of the Agreement, the Contractor will schedule with the City a joint garage inspection for the purpose of identifying pre-existing deficiencies pertaining to the building, utility systems, equipment, and other assets. The Contractor and the City will together make a complete and systematic inspection and inventory of all structural, mechanical, electrical, and utility systems and equipment, tools, service vehicles, computer equipment, and furniture to which the Contractor will have access during the course of the Agreement period. The Contractor will then prepare and submit to the City a Pre-Existing Deficiency Report describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection. The Contractor will include and identify, as part of this listing, any garage feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.
- e. This joint inspection and inventory will be repeated annually, and a report noting any new deficiencies will be delivered to the City at least two (2) weeks before the annual meeting. The City will determine the appropriate action to take in response to any deficiencies identified.
- f. The Contractor will be required to acknowledge receipt by signature of assets provided by the City for the Contractor's use. The assets leased by the Contractor

for the term of the Agreement will then become the responsibility of the Contractor. A physical inventory of all assets will be conducted annually by the Contractor and the City. Upon completion or termination of the Agreement, these assets will be returned in the same condition in which they were provided to the Contractor, less normal wear and tear. The Contractor will be responsible for replacing any stolen, missing, or destroyed asset with a comparable asset at the Contractor's expense.

## **5.2 Garage Utilities**

The City will be responsible for supplying heat, water and electricity to the garage. The facility will include telephones on the City network. In using the garage, the Contractor will develop and adhere to an energy conservation plan that is consistent with City policy. To the extent that the Contractor operates the garage in a manner that unnecessarily increases utility costs incurred by the City (e.g., does not turn off lights when appropriate to conserve energy and utility usage), the City may charge the Contractor the excess utility costs of such practices.

## **5.3. Garage and Equipment Maintenance and Repair**

- a. The City will be responsible for preventive maintenance and repair of the garage structures and the Contractor will be responsible for preventive maintenance and repair to all elements contained therein that are leased to the Contractor to execute the mission and that are the property of the City. The Contractor must inform the City immediately upon determining that any element of the garage that is in need of repair. Failure to do so could be deemed Contractor negligence. The City will give notice to the Contractor prior to performing repairs.
- b. The service vehicle is considered part of the City's fleet and all preventive maintenance and repair of the vehicle will be the Contractor's responsibility.
- c. Garage features, utility systems, equipment, furnishings, and other assets damaged by the Contractor or by a Subcontractor under this Agreement, will be restored to their pre-damaged condition by the Contractor at the Contractor's expense and at no additional cost to the City.
- d. The Contractor's service plan will specify that vehicle maintenance performance standards will be met, regardless of garage and shop equipment maintenance and repair needs. Provisions in the plan must specify how this will be accomplished.
- e. The Contractor will be responsible for interior housekeeping and supplies, which includes janitorial services. Contractor, at its own expense, may utilize the City's contracted janitorial service provider.

## **5.4 Garage Equipment Changes**

- a. The City from time to time, may add equipment or furniture to the garage and will entertain Contractor recommendations in this regard. These items will be added to the inventory of items that are the Contractor's responsibility as they are put into service. Alternatively, the Contractor may purchase and install equipment in the garage upon approval by the City. At the conclusion of the Agreement, the City will have the option to purchase this equipment at its depreciated cost. If the City elects not to purchase this equipment, the Contractor will remove the equipment and return the garage to its pre-equipment installation condition.

- b. The City will periodically replace equipment, service vehicles, or furniture as needed. The inventory of items for which the Contractor will be responsible will be amended to reflect these changes.
- c. The Contractor may, at its cost, change the locks on any and all of the garage facilities and equipment leased for the duration of the Agreement as long as a replacement of the same type and kind is used and as long as this does not restrict entry by others to sections of these facilities designated for their use. Replacements of different types and kinds must be approved by the City. Duplicate keys for all re-keyed locks will be provided to the City and identified by tags.
- d. The Contractor will be responsible for security of all properties and assets designated for its use or management.

## 6. **Services to be Performed**

The Contractor will perform the following services and such other allied services as may be required to assure the continuity of effective and economical operation and management of the City's fleet. The Contractor will furnish all necessary policies and procedures, supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the fleet in a state of repair and service consistent with generally accepted fleet practices, and in accordance with the performance standards specified in this RFP.

The Contractor will perform all preventive maintenance, repair and other maintenance services according to a priority system authorized by the City. The Contractor will include in its proposal a recommended priority-setting procedure.

### 6.1 **Preventive Maintenance**

- a. The Contractor will follow the Vehicle & Equipment Preventive Maintenance (PM) schedules/program described in Attachment "B", (Vehicle & Equipment Preventive Maintenance Schedules). The program may be subject to change as suggested by the Contractor and approved by the City. PM programs will be reviewed annually to insure that they reflect changes in fleet composition, generally accepted fleet practice, and experience with the City's fleet. In any case, the PM program must be equivalent to or exceed original equipment manufacturer specifications and warranty requirements.
- b. The City will provide the schedule for PM service for each vehicle listed in Attachment "A" – (Fleet Inventory by Class) and notify the users or their designee.

The Contractor will schedule vehicles for PM and other scheduled maintenance service to minimize interference with normal work schedules. PM service on selected vehicles may be provided in the field based on departmental needs and requests from Fleet Services.

- c. The Contractor will perform timely PM service on all fleet vehicles and equipment, and will schedule, and perform this service accordingly. Every effort shall be made to complete first echelon (i.e. police administration) service on light duty vehicles less than 10,000 pounds gross vehicle weight within one (1) hour and on heavy duty vehicles within three (3) hours of scheduled service times to accommodate users. Vehicle users are responsible for delivering their vehicles for service according to a schedule mutually agreed upon by the user and Contractor. A vehicle user may reschedule a service to a mutually agreed upon date and time, to ensure that the

vehicle service will be completed within the allotted time. The Contractor will also notify the Public Works Director or designee, monthly in writing, the vehicle numbers (by department) of those units that failed to show up for their scheduled PM appointment. All fleet vehicles brought to a facility for general service must have a safety-check performed and a safety checklist prepared.

- d. If a user fails to deliver their vehicle on schedule, the Contractor will reschedule the vehicle for service. If the vehicle is not delivered for the rescheduled service, the Contractor will again notify the Public Works Director or designee and the City will notify the senior management of that department of this failure to once again deliver the vehicle as scheduled. This procedure will continue until the vehicle is delivered for the PM service. In addition, when the vehicle is not delivered for three (3) consecutive scheduled PM services or is consistently not delivered for PM service, the City will have the prerogative to lock the vehicle out of the automated fueling system, or take other appropriate action to promote compliance.
- e. Each vehicle in the fleet at the time of transition to a new Contractor will be given the highest level of PM service for its class (according to the Vehicle & Equipment Preventive Maintenance Schedules listed in Attachment B) within five (5) months of the commencement of contract service.
- f. Generators, heavy machinery and tools, including but not limited to, large cranes, bulldozers, large backhoe loaders, and compactors, which are not suitable for “over the road” transport shall be provided preventive maintenance by the Contractor in the field at appropriate intervals by means of a Field Service Truck program initiated by the Contractor as part of the overall PM program; provided, however, that the City in its discretion may require such vehicles to be maintained and repaired by the Contractor from time-to-time at the Central Garage. The Contractor shall operate a field service truck which the City shall provide for use on generators, heavy machinery and tools that, due to size, makeup or similar physical characteristics cannot effectively or efficiently be transported to the Garage as determined by the City and the Contractor.

## **6.2 Vehicle Dielectric, Structural, & Safety Inspections**

The Contractor will be responsible for doing all work associated with obtaining annual required aerial device, booms, buckets, cranes, personnel lifts etc. safety inspections and certifications. The Contractor’s proposal should clearly state how he intends to accomplish these inspections, i.e., in-house with own maintenance personnel; contracted out to Certified Inspection Contractor, etc. The Contractor will furnish final written reports of such inspections and the actions that were taken, or will be taken, to correct any deficiencies noted during the inspections.

## **6.3 Repairs**

Repairs estimated to cost in excess of \$1,000 for light-duty vehicles under 10,000 lbs., Gross Vehicle Weight (GVW), \$1,500 for heavy-duty vehicles, \$1,500 for off-road equipment, or for any vehicle or piece of equipment when the repair cost is greater than the fair market value of the unit, must be analyzed by the Contractor to determine the repairs’ cost- effectiveness and must be specifically approved by the Public Works Director or designee before being made. In such cases, if the Contractor believes that vehicle replacement appears to be more cost-effective than repair, such recommendation will be presented in writing to the Public Works Director or designee. The City reserves the right to make all final decisions whether to repair or replace a vehicle.

**6.4. Deferred Repairs**

The Public Works Director or designee, on a case by case basis, shall evaluate major component (\$1,000 per component) overhauls or replacements that are needed to maintain a vehicle in service after the vehicle has exceeded its normal replacement cycle and that are authorized by the City shall also be documented, summarized and reported in writing monthly to the Public Works Director or designee.

**6.5 Road Calls**

The Contractor will provide emergency road call service for all vehicles twenty-four (24) hours a day, seven (7) days a week. Call-out personnel may be utilized for this purpose. Road call service is defined as any repair that precludes the operator from bringing the vehicle in to the shop for service and that generally takes less than two (2) hours to do. Examples are tire repair, dead battery, and broken lights. Response time for road call service (from time of call to arrival on scene) during business hours and within city limits will be thirty (30) minutes or less. During non-business hours, response times will not exceed sixty (60) minutes. The City has a service vehicle that will be provided to the Contractor for making road call services.

**6.6 Towing**

The City has a towing service contract, administered by the Police Department, that the City may, at the request of the Contractor, allow the Contractor to use if found to be more practical than other such options available to the Contractor.

**6.7 Quick Fix**

The Contractor will provide a "Quick Fix" service for repairs that can be completed in less than one (1) hour when the vehicle operator delivers the vehicle to the garage for service and chooses to wait for the service. Examples of Quick Fix services are replacing wiper blades, fuses, and light bulbs; topping off fluids; tire repair; and adding air to tires. This service will be continuously available during normal hours of garage operation.

**6.8 Warranty and Recall Work**

The Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of the City's fleet. The Contractor shall attempt to obtain authorization from various vehicle manufacturers to perform in-house warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and the City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to the City. The Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to the City to do so. The Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work – and the suspected problem is not warranted – will be absorbed by the Contractor as part of the annual maintenance cost.

**6.9 Road Testing**

The Contractor must conduct a road test on all vehicles that have had safety-related repairs or adjustments (e.g., brakes, steering, etc.). These vehicles must pass a road test and be deemed safe to operate by the Contractor prior to being returned to service. Road test results must be documented on the Repair/Maintenance work order.

**6.10 Assessment of Confiscated Vehicles**

Upon request, the Contractor will assess confiscated vehicles under consideration for use by the City. In addition, if requested, the Contractor will assist the City in preparing confiscated vehicles not selected for use by the City for disposal.

**6.11 New Vehicle Preparation and Vehicle Disposal**

- a. The Contractor will prepare newly acquired vehicles (except Police Vehicles) for service. Preparation will include inspections, cleaning, and installation of accessory equipment and other special equipment. The City is responsible for all Tag and Title work.
- b. The Contractor will submit an alternative cost to include the preparation of new Police Vehicles to include but not be limited to, mounting and wiring light bars, installation of security screens, rear seat inserts, video equipment, radios, gun locks, trunk organizers, etc.
- c. The Contractor will inspect all new vehicles as well as out-sourced after-market work. Any incomplete installations or work and repairs necessary will be documented by the Contractor. If the Contractor performs the corrective work, the Contractor will submit to the Public Works Director or designee actual time and material costs for these repairs, for potential reimbursement from the new vehicle and/or out-sourced vendor.
- d. The Contractor will support the City in its administration of the vehicle disposal program. This support includes preparing vehicles for sale. Preparation for sale will include removing tags, special equipment; interior and exterior cleaning of vehicles; performing minor repairs; and doing associated paper work.
- e. After being taken out of service, the Contractor will be responsible for arranging the parking of these vehicles on City property in a manner that is acceptable to both the City and the Contractor.
- f. The vehicles taken out of service are not to be stripped of parts or otherwise cannibalized by the Contractor without the express approval of the Public Works Director or designee.

**6.12 Accident and Vandalism Repairs**

- a. The Contractor will be responsible for processing accident repairs, working in conjunction with the Public Works Director or designee, including obtaining repair estimates/bids, transportation of vehicles to/from the repair site (if required), repair quality and timeliness, and administration, including the payment of invoices (charged as non-contract on the Contractor's monthly invoice and not part of the Contractor's Targeted Budget), and coordination with Public Works Director or designee for collection property damage claims.
- b. A minimum of three (3), competitive estimates/bids will be obtained for accident repairs, one of which can be the Contractor's. All competitive estimates/bids need to be in compliance with the City's Purchasing Policies. The competitive estimates/bids process per incident should not exceed ten (10) days. The City will monitor the estimate/bidding procedures used by the Contractor, and the City reserves the right to increase the required number of competitive estimates/bids or to preclude the Contractor from bidding, or both.



**6.13 Welding and Fabrication**

Welding and fabrication work is an integral part of the service provided by the Contractor. Examples of this work are: weld and repair tailgate hinges; fabricate and install hinge pins for dump truck bodies; repair buckets on loading equipment, etc.

**6.14 Investigations and Audits**

The Contractor will support the City with technical investigations and failure analyses related to fleet. Such investigations may involve accidents, fires, or other issues of a technical nature.

**6.15 User Abuse Repairs**

It is the responsibility of the Contractor to notify the Public Works Director or designee whenever a vehicle shows suspected blatant abuse by the user. In such cases, the Contractor will proceed to repair the vehicle (subject to limitations specified elsewhere), and will provide the Public Works Director or designee with documentation of the suspected abuse. The Public Works Director or designee will then conduct an investigation, determine whether user abuse did occur and, if so, involve the user in the review of the damage and repair estimates, designate the repair as chargeable to the City, and inform the vehicle user of the findings for potential disciplinary actions as appropriate.

**6.16 Emergency Disaster Service**

The Contractor will comply with City employee reporting and call-out procedures associated with providing stand-by fleet maintenance and repair support during emergencies declared by the City. The Public Works Director or designee will notify the Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be on-site and providing service with a full complement of personnel within one hour of notification that emergency services are required. The cost of labor (overtime) during emergency services will be treated separately from the annual maintenance and service budget, but the parts replaced will be included in the Budgeted Costs under the assumption that the part would have failed anyway. Part failure attributable to operator abuse or neglect, however, will be considered a Non-Targeted Operating Budget maintenance and service cost. The final determination as to whether operator abuse or neglect occurred will be at the sole discretion of the Public Works Director upon completion of an investigation as noted in User Abuse Repairs Section 6.15.

In the event of a declared emergency such as a hurricane, tornado, flood, etc., the Contractor shall supply two (2) certified mechanics to be stationed at the City's Emergency Operation Center immediately before, during, and after a storm event. The aforementioned mechanics shall be capable of addressing any vehicle and equipment repair issues that may arise during the preparation, response and recovery effort. Failure to meet this requirement shall result in a \$10,000 penalty per occurrence which shall be subtracted from the next monthly invoice. Contractor shall be compensated for the aforementioned staffing requirement at the overtime rates submitted for the corresponding position(s).

**6.17 Waste Management**

- a. The Contractor will be responsible for disposal of all automotive wastes (e.g., used oils, oil filters, coolants, tires, etc.) generated during the course of this Agreement.
- b. Disposal of all waste materials will be done in accordance with City, County, State and Federal laws and regulations. The Contractor will train its employees in working with and handling hazardous materials and will obtain all necessary permits for storage, handling and disposing of waste materials.

- c. The Contractor will maintain records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishap, on all hazardous chemicals and other hazardous wastes, which will contain the materials' origin, use, transportation, and ultimate distribution and disposal. The Agreement will free the liability for all actions of the Contractor and its agents relating to waste disposal and transportation.
- d. The Contractor will be responsible for assuring that as much as possible the disposal of items will be recycled in keeping with the City's Green Plan.

#### **6.18 Fuel and Car Wash Management**

- a. The City owns, operates, and maintains one (1) main fleet fuel location with one (1) automated reader consisting of two (2) tanks with a total capacity 40,000 gallons. This site is open twenty-four (24) hours a day/365 days a year.
- b. Fleet Services maintains an automated system of data collection and communication to monitor and record all fuel transactions and associated activities and information. The Contractor will be responsible for data collection and record keeping and for collecting, analyzing, and reporting fuel and related information as required by the City and according to Environmental Protection Agency (EPA) and State regulations.
- c. At least two employees must possess the Underground Storage Tank Class A / B operator's certification.
- d. The Contractor will be responsible for maintenance and repair of pumps, dispensers, hoses, nozzles, air compressors, filters, and other items for the fuel site cleaning and resupply. The Contractor will be directly responsible for monitoring and requesting fuel terminal maintenance and repair for the automated fueling system. The costs of all associated pump, automated fuel system, fuel station repairs, etc. are the responsibility of the City.
- e. The Contractor will be present at the fuel site during all fuel delivery operations to record and verify the amount of fuel delivered, to observe the delivery process, and to report immediately any problems. The Contractor will also dispense fuel additives, stabilizers, etc. into the fuel tanks as directed by the Public Works Director or designee.
- f. The Contractor will conduct a visual inspection of the fuel site according to City procedures. The fuel site will be inspected during the course of each fuel delivery and no less than monthly. A log of the results of each inspection will be kept by the Contractor.
- g. The Contractor will monitor the level of water in all tanks on a weekly basis. When the water level exceeds two inches (2") in depth, as measured by either the automatic tank monitoring system or manually by a fuel measuring stick, the Contractor will verbally notify the Public Works Director or designee and the City fuel site maintenance Contractor immediately and in writing within twenty-four (24) hours. The Contractor will be responsible for managing the removal and disposal of the water according to Environmental Protection Agency (EPA) and State regulations.

- h. The Contractor is required to monitor the monitoring sumps wells and the Veeder Root automated inventory report system located on site on a daily basis.
- i. The Contractor will be on-call twenty-four (24) hours a day, seven (7) days a week to respond to fuel system problems that may occur and must respond within thirty (30) minutes after notification from the City.
- j. Any problems noted during an on-site inspection or through off-site monitoring will be corrected immediately per EPA and State regulations. The Contractor will notify the Public Works Director or designee immediately upon discovery of actual or suspected fuel leak or spill. Verbal notification will be followed up with a written notification within twenty-four (24) hours of verbal notification. The Contractor will notify other appropriate authorities as required.
- k. The Public Works Director or designee will purchase all fuel.
- l. Prior to returning vehicle to service, vendor shall clean the vehicle windows inside and out, and vacuum the inside of each vehicle.

#### **6.19 Additional (Targeted) Operating Budget Services**

- a. The Contractor will perform maintenance on varying types (makes and models) of confiscated automobiles as required by the Public Works Director or designee and the Police Department, as well as other related services on these vehicles such as those described in Section 6, Item 6.10 Assessment of Confiscated Vehicles.
- b. The Contractor will dispose of all vehicles and vehicle parts that are not handled through the auction process. For example, if the Contractor is given permission by the Public Works Director or designee to cannibalize parts from a vehicle, the Contractor must arrange for disposal of the “remains” of that vehicle. Revenue from the sale of vehicles will accrue to the City. The Contractor will comply with all applicable disposal laws.
- c. The Contractor will perform make-ready work on all seasonal equipment such as turf mowers to include sharpening and/or rebuild reels according to a schedule worked out with equipment users. Athletic equipment make-ready work will be performed twice a calendar year to assure its availability for cutting season with minimal or no downtime during the months of April thru October.
- d. The Contractor will assist in operator training, as may be requested by user departments, for all new and existing vehicles and equipment if such training is authorized by the Public Works Director or designee.
- e. The Contractor will participate in test programs sponsored by equipment or parts manufacturers that are approved by the Public Works Director or designee.
- f. The Contractor will provide or secure locksmith services, including key duplication service and opening locked vehicles.
- g. The Contractor will participate in Alternative Fuel Vehicle and fuel consumption and emissions product testing as instructed by the Public Works Director or designee.

- h. The Contractor shall develop and implement an oil and fuel sampling program (for approval by the Public Works Director or designee) for use as a diagnostic aid in determining repairs, service levels and intervals and in adjusting vehicle replacement schedules. The oil and fuel sampling program shall include, but not be limited to, the following:
  - (1) All diesel drive and auxiliary engines.
  - (2) Diesel fuel sampling.
  - (3) Automatic and manual transmissions, transaxles and similar machinery and tools used in all classes of vehicles.
  - (4) Gear boxes, differentials, planetary gear assemblies and power take-off machinery and tools.
  - (5) Hydraulic systems for aerial lift devices, exclusive of hydraulic brake systems.
  - (6) Any vehicle designated by the City that may or may not fall within the range or categories of vehicles designated above.
- i. Repairs under seven hundred fifty dollars (\$750) will be considered Targeted repairs regardless of status.

#### **6.20 Additional (Non-Targeted) Operating Budget Services**

- a. The City may direct the Contractor to perform additional tasks under this Agreement. If additional tasks are required, a written task order will be provided to the Contractor detailing the tasks to be performed. The Contractor will submit a proposal to perform specified tasks on a fixed price basis, which will be itemized by direct labor, parts, subcontractor services, and materials. The City will accept or reject the proposal within ten (10) days, except if City Commission approval is required. If accepted, the Contractor will perform such assignments in accordance with an agreed-to schedule.
- b. Non-Targeted Operating Budget repairs will be subject to factory repair standards (flat rates) adjusted for variables such as after market installed equipment, special built equipment, modifications to equipment, and rusted fasteners or fittings.
- c. Repairs considered Non-Targeted must exceed \$750/repair, however, City shall only be responsible for those costs over \$750.

#### **6.21 Outside Repairs**

The Contractor will be responsible for arranging, managing, and paying for the conduct of outside repairs and will have full responsibility for subcontracted work. The Contractor's plan for outside repair work will be stated in its proposal and approval from the City must be obtained before the plan is substantially changed. The plan will be reviewed as necessary to ensure that the outside repair versus in-house repair decision remains justified, i.e., remains the most cost-effective approach for the City. The Contractor will be responsible for the transporting of City vehicles to and from outside repair shops, unless other arrangements are approved by the Public Works Director or designee.

#### **6.22 Hours of Service**

The Central Garage repair facilities will be open Monday through Friday from 6:00 a.m. to 6:00 p.m. by appropriately qualified and certified mechanics/technicians.

Contractor may also remain open on City designated scheduled holidays as long as those days are not considered overtime and/or premium pay workdays. If the Contractor decides to stay open on a City holiday, they must not expect delivery of vehicles scheduled for PM or other services. In addition, the Contractor will have at least one fully qualified mechanic on-call at all times to support all City vehicle users. On-call service will be provided for all vehicles during emergencies, special events, after hours, weekends and other occasions. Non-Response to a Call-out will incur a penalty of \$250.00 per occurrence, which shall be subtracted from the next monthly invoice. The Contractor will describe how this will be managed in its proposal.

### **6.23 Management Information System**

- a. The City shall provide and maintain all software and hardware needed for the FASTER Fleet Management Information System. The Contractor will be responsible for accurate daily entry of all work order information, (e.g., parts, labor, repair type, outside vendor repair costs, etc.) into the FASTER Management Information System.
- b. The Contractor shall have at least one staff member on site with advanced levels of knowledge relating to FASTER and will receive continuing training to maintain skills. Skills shall be evidenced by ability to create reports, enter data in a timely manner, and retrieve data based on inquiries from the City's Contract Administrator.
- c. The Contractor will follow existing City of Coconut Creek policies with respect to adding or modifying any information to the FASTER Management Information System.
- d. The Contractor will provide and stock the necessary computer supplies required to perform all functions noted above with the exception of the data and phone lines.
- e. The Contractor shall provide, maintain and supply any unrelated computer systems they may require for their corporate systems separately from the City's computer system.

## **7. Parts Operation**

### **7.1 Procuring, Stocking and Issuing Parts**

- a. The Contractor will procure, stock, and furnish all parts, materials, supplies and fluids required for the operation and maintenance of all City vehicles and equipment in accordance with good parts management practices and meeting all relevant OEM and City standards/specifications. From time to time, the City may require the Contractor to increase its inventory of parts and materials, i.e.; tires; batteries; etc. to meet City needs. The Contractor will maintain a perpetual inventory of all parts, materials, supplies, and fluids in the FASTER Fleet Management Information System. The cost of parts and fluids shall be included in the targeted operating budget costs.
- b. The Contractor will not cannibalize parts from City vehicles for use on other vehicles without the prior written approval of the Public Works Director or designee. The City

will receive fair market value for any parts cannibalized from City vehicles as a credit on Contractor invoices.

- c. The Contractor shall utilize the City's Fleet Management system (FASTER) to monitor and control the parts inventory. The electronic system is more than capable of generating a complete inventory by part number, part cost, a usage rate history for each part normally stocked, and a listing of parts on order or to be ordered.

## **7.2 Purchase of Start-Up Inventory from Prior Contractor**

- a. If the selected Contractor is different from the current Contractor, any arrangements to purchase the current parts and material inventory must be worked out entirely with the current Contractor who owns the inventory. The City will have no involvement or responsibility for the sale or transfer of existing parts and materials now in the current Contractor's parts room.
- b. Whether or not the selected Contractor takes possession of all parts and materials deemed usable from the current Contractor, it will be the responsibility of the current Contractor to remove or dispose of any remaining parts and material left on City property, at its discretion, by the termination date of the existing contract.
- c. When the Agreement expires or is terminated, the City will have the right to purchase any or all of these parts, materials, or supplies from the Contractor at original cost.

## **7.3 Access to Parts Room**

The Contractor will be responsible for the security of the parts room and will authorize City-restricted access to the facility as required to assure Agreement performance or to perform maintenance. The City will give notice prior to entering the parts room. The City retains the right to use and enter the parts room in the case of emergency or disaster, if so required.

## **7.4 Quality of Parts to be Furnished**

Parts furnished to the City will meet or exceed the quality of the parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this Agreement will equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item. The burden of proof and cost of analysis will be the Contractor's. There will be no re-boxing of parts.

Rebuilt/remanufactured parts will be dismantled and reconstructed as necessary; all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt; all missing parts replaced with new or rebuilt; and such other operations performed as are necessary to put the product in sound working condition. Rebuilt parts must conform to the manufacturer's reconditioning tolerances.

Costs for lubricants, grease, and other similar materials used to maintain or repair City fleet vehicles shall be included in the parts costs incurred by the Contractor and ultimately to be part of the Targeted Operating Budget Costs in accordance with the provisions of this Agreement.

## **7.5 Warranty**

Notwithstanding inspection and acceptance by the City, supplies furnished under this Agreement or any provision of this Agreement concerning the conclusiveness thereof will

be warranted by the Contractor for a minimum of thirty (30) days, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance.

- a. All supplies and services furnished under this Agreement will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Agreement.
- b. The preservation, packaging, packing, and the preparation for, the method of, shipment of such supplies will conform to the requirements of this Agreement.

The Contractor must also provide the City with all manufacturers' warranties.

All warranty adjustments, including extended warranty adjustments, will be made in the Contractor's monthly billing. Failure to refund warranty adjustments could be grounds for Agreement cancellation.

The successful Contractor will be held responsible for all warranty adjustments up to and including twenty-four (24) months after proposal has expired for all purchases under this Agreement.

## **8. Performance Standards**

The Contractor needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Contractor will meet the performance standards noted below during the term of this Agreement.

The Contractor will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control, will not relieve the Contractor of meeting these standards. How the Contractor will manage this requirement must be spelled out in its proposal.

### **8.1 Vehicle Turnaround Times**

- a) Quick Fix/Routine/Preventative Maintenance: shall be completed within the same day of delivery to the garage provided such delivery is made prior to 11:00 am. Vehicles delivered after 11:00 am shall be completed by 11:00 am the next morning.
- b) Minor Mechanical Repairs: shall be completed within twenty-four (24) hours of delivery to the garage.
- c) Major Mechanical Repairs: shall be completed within forty-eight (48) hours of delivery to garage.
- d) Accident or Vandalism Repairs: if the cost of repair is less than \$2,000, the repair must be completed within twenty (20) calendar days of the damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within thirty (30) calendar days from the date of damage notification.

For the purposes of this section, the following definitions shall apply:

- e) Quick Fix/Routine/Preventative Maintenance shall include but not be limited to oil & filter changes, tune-ups, wiper blade replacement, topping off of fluids, tire replacement, battery replacement, tire rotation, etc.

- f) Minor Mechanical Repairs shall be those repairs under \$750 and include but not be limited to brake repairs, wheel alignments, belt replacement, pump replacement, muffler replacement, etc.
- g) Major Mechanical Repairs shall be those repairs over \$750 and include but not be limited to engine overhauls/replacements, transmission overhauls/replacements, hydraulic system overhauls/replacement, etc.

Vehicles shall be repaired on a first come first serve basis unless the Public Works Director or designee determines a particular vehicle or piece of equipment should take priority. All repairs shall be completed within the timeframes defined above unless otherwise approved by the Public Works Director or designee. Failure to meet the aforementioned timeframes, unless otherwise approved by the Public Works Director or designee shall result in a penalty of \$100 per occurrence, which shall be subtracted from the next monthly invoice.

## 8.2 Rework

- a. All materials, parts, and workmanship furnished by the Contractor will be of high standards and free from defects and imperfections and meet all OEM standards and specifications. The Contractor will track and identify in its billings multiple repairs for the same deficiency on the same vehicle (rework) and will not bill the City for any rework that occurs within the following timeframes:
  - Engine and Transmission Overhauls – twelve (12) months or 12,000 miles
  - All Other Work – ninety (90) days or 4,500 miles
  - Parts – Refer to: (Section 7 - Parts Operation)
- b. All rework must be performed within twenty-four (24) hours after City notification of corrective action.

## 9. Performance Incentives/Penalties

### 9.1 Cost Savings Incentive

As an incentive to the Contractor to identify and pursue cost savings opportunities, the City is willing to establish an arrangement whereby the City and the Contractor share in the cost savings that are generated as a result of actions taken by the Contractor. The Contractor will describe in its proposal methods of compensation consistent with this objective, understanding that such methods must be in compliance with applicable laws. Unless a better plan is presented, the following Cost-Sharing Incentive Program will be followed:

- a. The Contractor and the City share any contract savings below the targeted price on a 50/50 basis. The City will receive \$0.50 and the Contractor will receive \$0.50 of every dollar of savings under the contract target price.
- b. The Contractor and the City share costs on a 50/50 basis above the targeted costs, up to 110%. Any targeted costs in excess of the 110% will be borne solely by the Contractor.
- c. This program is also based on the premise that the costs are calculated at the end of each year and are based on aggregate budget totals and not individual line items.

Vehicle and equipment maintenance and management costs for the City will be capped at the covered price. The Contractor has an additional incentive to further



contain the fleet management and maintenance costs to the City. The structure of the contract will provide an additional control at the Contractor's on-site General Manager level to further consider the cost implications of each decision.

The calculation of the costs for this Cost-Sharing Incentive Program will be performed without inclusion of any deductions or incentives presented in the next section.

#### 10. **Quality Assurance Program**

The Contractor will implement a Quality Assurance Program for the management of the repair and maintenance of assigned vehicles. The program will include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor will supply a detailed description of its proposed Quality Assurance Program after the award of the contract. The plan will address, at a minimum, the following items:

- Fleet Availability
- PM Performance
- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives

A mandatory component of the Quality Assurance Program is user surveys. Two (2) types will be required: (1) a survey of individual vehicle operator satisfaction each time a vehicle has been serviced, and (2) an annual customer satisfaction survey of designated representatives of each user department.

#### 11. **Record Keeping and Reporting**

- a. *Contractor Records.* Upon prior notice by the City, the Contractor will provide authorized City representative's access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and will provide to the City cost verification for work.
- b. *Reference Files and Procedures.* The Contractor will maintain, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulleting, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the City at contract termination or conclusion.
- c. *Vehicle and Repair Order History.* A hard copy history folder will be maintained by the Contractor for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. In addition, a folder will be kept for each vehicle and piece of equipment in the fleet which will contain hard copy documentation of the vehicle's make, model, year and serial number, warranty information, and purchase/invoice information.
- d. *Fleet Management Information System (FMIS) Requirements.* The Contractor will utilize the City's computerized fleet management information system FASTER to establish and maintain an electronic record keeping and reporting system for all services being provided. This information system will provide records of all maintenance, repair and servicing activity performed on each vehicle. The Contractor will maintain all data including

labor, contracted/commercial services, parts used, and repair codes for each day's activity, vehicle utilization and other pertinent fleet management information.

- e. *Ownership of Records.* All reference vehicle and equipment files and procedures and all fleet related electronic data are the property of the City.
- f. *Weekly Report.* The Contractor will generate a report summarizing the weekly activities for delivery to the City by Monday of the following week. The exact content and format of the report will be determined by the City, but may include information such as:
- Performance relative to each performance parameter
  - Vehicles scheduled for PM service
  - Vehicles scheduled for repair or other service
  - A listing of vehicles not delivered for a scheduled PM or other service
  - (The listing will include the assignee's name, if known, and department)
  - A status report of any Non-Targeted Operating Budget work by vehicle
  - Warranty/Recall status
  - A summary of suspected blatant user abuse
  - A summary of repair activity indicating vehicles returned to service
  - A summary of vehicles remaining out-of-service
  - A summary of new vehicle preparation activities
  - Number of completed work orders
  - Summary of vehicles not repaired pending authorization to repair from the City
- g. *Monthly Report.* The Contractor will submit a monthly report to the City on or before the 10th calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report. In addition, the monthly report will include a summary of user feedback on services provided.
- h. *Transition Report.* The Contractor will submit a written report at the conclusion of the four (4) month transition period that reviews the degree to which the Contractor's transition plan was completed on time and the results obtained.
- i. *Annual Report.* On the first anniversary of the effective date of the Agreement and every other anniversary date thereafter, the Contractor will submit to the City a written annual report that summarizes the year's activity in the format agreed upon by the Contractor and the City. The Contractor will provide a statement indicating the solvency of the Contractor as part of the annual report. This may take the form of a standard issued certified corporate report or certified statement of the Contractor's financial condition. The Contractor will also include in the annual report the results of the annual customer satisfaction survey, required in the Quality Assurance Program previously discussed, in a format acceptable to the City.
- j. *Complaints.* The Contractor will perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor will maintain a record of all complaints for inspection by the City, and will furnish a monthly report listing the name and department of the person complaining, the time and date the complaint was received, the nature of the complaint, and the disposition of each complaint. The Contractor may be required, upon notification from the City, to do a follow-up contact with the management of the complaining department user to assure satisfaction has been achieved. The Contractor will respond to complaints from the City within twenty-four (24) hours after a complaint is received. The Contractor will include the resolution of such complaints in the monthly report.

- k. *Ad Hoc Reports.* The Contractor may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request. In addition, some users may require copies of repair orders when vehicles are picked up to document costs incurred that are eligible for Federal reimbursement. All such request must go through the Public Works Director or designee.

## 12. Contractor Personnel

### 12.1 Selection of Personnel

- a. The Contractor must include with its proposal a complete staffing plan for performing all work referenced herein. The plan for the Central Garage repair facility must include an organization chart identifying specific job classifications, the number of employees in each job classification, and the amount of time each will devote to the performance of services under this Agreement. Please note that the City will not accept anything less than four (4) mechanics and one (1) on-site General Manager to handle the workload.
- b. The Contractor will have the responsibility for selecting personnel to perform the services outlined in this proposal and for determining and providing wages, salaries and benefits for its employees. The employees of the private company selected as the preferred Contractor will not be eligible for City benefits or rights. The Contractor will use its best, responsible effort to employ the current Contractor's employees, or qualified local labor from the surrounding area.
- c. The Contractor's Project (General) Manager will have proven technical and managerial experience in the field of fleet management, maintenance, and repair with a minimum of five (5) years management experience. The Contractor must present its nominee for Project (General) Manager during interviews with the City (should the Contractor be invited for an interview). The candidate must have advanced knowledge of the FASTER system.
- d. The Contractor will include in its proposal an employee training and improvement program, and shall maintain ASE Blue Seal certification or better for the Central Garage and the workforce. In addition, the Contractor will require their mechanics to attend specialized equipment training sessions as required by the City.
- e. All Contractor employees must meet City pre-employment standards including those associated with drug and alcohol tests, a criminal record check, security clearance, and a medical examination, as applicable.
- f. All Contractor employees who will operate City vehicles or equipment requiring a commercial driver's license, motorcycle license, school bus license, etc. must have all appropriate license(s).
- g. Contractor must have employees who possess the appropriate certifications and skills for testing and/or repairing and any specialized vehicles and equipment. The Contractor must clearly state the number and type of trained and certified mechanics required to repair and maintain generators, heavy equipment, i.e., cranes; backhoes, loaders; dozers; diesel engines; and other specialty heavy duty equipment owned and operated by the City.

- h. All of Contractor's mechanics assigned to this Contract shall possess a Harley Davidson Motorcycle repair certification. Failure to have all mechanics assigned to this Contract certified Harley Davidson Motorcycle Mechanics will result in a \$100 per day penalty for each normal work day that this requirement is not on met, which shall be subtracted from the next monthly invoice. Subcontracting out for this service will not meet the requirements of this section.
- i. At least two (2) Contractor's mechanics shall be qualified diesel mechanics.
- j. A qualified General Manager shall be onsite at all times during normal working hours. Failure to have a qualified General Manager onsite shall result in a penalty of \$100 per normal work day that this requirement is not met, which shall be subtracted from the next monthly invoice. A mechanic temporarily appointed to the General Manager position, unless determined by the City that such mechanic is qualified for such position, will not meet the requirements of this section. In the event City approves the temporary assignment of a mechanic to the General Manager's position, Contractor shall adhere to the requirements of Section 12.3, Changes in Personnel.
- k. At least two employees must possess the Underground Storage Tank Class A / B operator's certification. All others must possess the Class C certification.

## **12.2 Local Labor**

The successful Contractor is encouraged to coordinate with the current Contractor, and to the extent possible, hire all interested fleet maintenance employees, consistent with the successful Contractor's staffing requirements set forth in its proposal, working with the current Contractor in order to minimize disruption of service and to preserve the comprehensive training efforts, specific to the City fleet, that have been provided these personnel by the current Contractor.

## **12.3 Changes in Personnel**

The Contractor is required to select a General Manager prior to award of this Agreement for review and approval by the City. Following award of the Agreement, the Contractor's General Manager will not be changed prior to notification to the City. The City must approve the individual who will replace the current General Manager prior to a changeover. The Contractor's proposal to change its General Manager must include a transition plan and time line. The Contractor shall provide a qualified temporary General Manager to be onsite during normal work hours for the entire duration of any transition period between General Managers however such transition period shall not last longer than thirty (30) days from the date of assignment.

## **12.4 Uniforms**

All employees will wear uniforms that will include the Contractor's and employee's name in a visible location.

## **13. Total Agreement Cost**

The Agreement will have three (3) cost components: Targeted Operating Budget Costs; Non-Targeted Operating Budget Costs; and Transition Cost.

### **13.1 Targeted Operating Budget Costs**

- a. Targeted Operating Budget Costs are those costs incurred by the Contractor to perform the required maintenance and repair services.

- b. The expected Targeted Operating Budget services are specified in Section 6, Services to be Performed and elsewhere in this RFP.
- c. The Targeted Operating Budget Cost is the total cost proposed by the Contractor for the performance of Targeted Operating Budget Services, as specified throughout this proposal, which is to be included in the Contractor's proposal.
- d. The City will pay the Contractor an amount up to the total Targeted Operating Budget Cost. Costs incurred by the Contractor to perform Targeted Operating Budget Services, less credits, that are less than or exceed the Targeted Operating Budget Costs, will be paid in accordance with the provisions noted in Section 9.1, Cost Savings Incentive.

### **13.2 Non-Targeted Operating Budget Costs**

- a. Non-Targeted Operating Budget Costs are those incurred by the Contractor to perform Non-Targeted Operating Budget Services.+
- b. Non-Targeted Operating Budget Services are defined in Section III, Detailed Requirements, Item 6, Services to be Performed.
- c. The City will establish a Non-Targeted Operating Budget Service amount for the payment of Non-Targeted Operating Budget Services, and the City will determine whether a service qualifies as a Non-Targeted Operating Budget Service. All costs incurred in providing Non-Targeted Operating Budget Services must be authorized in advance by the City in order to be eligible for reimbursement.
- d. The City will pay the Contractor for Non-Targeted Operating Budget Services on a straight cost-reimbursement basis, no loadings applied. According to the price line item set out in the Contractor's proposal.
- e. All parts, material, and subcontractor costs incurred by the Contractor in providing Non-Targeted Operating Budget Services will be charged at net cost without any markup and paid for by the City to the extent that they are reflected on completed repair orders. The City will also pay for any labor cost incurred by the Contractor when such cost is in addition to the Contractor's normal labor cost (i.e., if a Non-Targeted Operating Budget Service is done during normal work hours by the core staff, the Contractor will not charge the City for this labor).

### **13.3 Transition Costs**

- a. The transition period is that time between the award of an Agreement and completion of the first three (3) months of Agreement services.
- b. A successful transition to Agreement service – one that provides for the provision of service throughout the transition period that is at least equal to the current level of service provided by the current Contractor and that puts the new Contractor in a position to meet all Agreement specifications after the transition period– is essential. The City appreciates the fact that resources in addition to the resources needed to provide Targeted Operating Budget Services may be required to accomplish a successful transition. Consequently, the City requires Proposers to present in their proposals a Transition Plan, which includes the enumeration of resources needed to implement this plan.

- c. The City will establish a Transition Budget that provides funding for implementation of the Contractor's Transition Plan to the extent that such implementation requires the Contractor to incur costs above and beyond those proposed for the provision of Agreement services in the first year of the Agreement. The Transition Plan Budget will be based on the Contractor's proposed Transition Plan cost proposal, and the City will pay for transition costs up to this budgeted amount.

#### **13.4 Definition of Net Cost**

When invoicing the City for Non-Targeted Operating Budget Costs and Transition Costs, the Contractor will only charge the City net cost for parts and outside services. Net cost is the actual price the Contractor paid less any recall, warranty, trade, or core discounts, credits or rebates; cash discounts and volume discounts; insurance refunds; or any other discount.

#### **13.5 Unusual Costs**

The Contractor may request in writing, from the City for an adjustment to the Targeted Operating Budget Cost at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, unusual changes are items not covered by this Agreement that occur as a result of external events and through no fault of the Contractor, such as changes in local, State, or Federal laws or regulations, natural catastrophes, civil disturbances, or similar extraordinary events. The term will not include price increases occurring in the ordinary course of doing business.

#### **13.7 Changes in the Size of the Fleet**

The Agreement Targeted Operating Budget Cost will be adjusted to correspond to increases or decreases in fleet size (on a vehicle-equivalent basis as specified by the City) if such changes are at more than five percent (5%) (higher or lower) at the time of Agreement effective date. These adjustments will be only made annually.

### **14. Annual Meetings**

A meeting will be held no less than one hundred twenty (120) days prior to the end of each Agreement year. During this annual meeting between the City and the Contractor, the Contractor will present a summary of work accomplished relative to service performance standards, Targeted Operating Budget and Non-Targeted Operating Budget Expenses, etc. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to the City two (2) weeks before the annual meeting. During the meeting, the Contractor's performance will be reviewed. The meeting will also include a review of the Contractor's cost of doing business in the City. Changes to the Agreement resulting from the annual meeting will be documented and submitted for formal approval as required by the City.

#### **14.1 Phase In – Phase Out**

If upon expiration or termination of the Agreement, the Contractor is not chosen to continue in its role, the Contractor will, upon written notification from the City, provide phase-in, phase-out services for up to thirty (30) days after the Agreement expires or is terminated.

After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor will provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Agreement are maintained at the specified level of Agreement performance. The Contractor will be reimbursed for all reasonable transition costs pre-authorized by the City,

which are incurred within the agreed period after Agreement expiration or termination. The Contractor will cooperate with the successor in allowing as many personnel as practical to remain on the job in order to provide the continuity and consistency of the services called for by the Agreement. Toward this end, the Contractor will disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

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**ATTACHMENT "A"**

**FLEET INVENTORY BY CLASS**

**CAN BE DOWNLOADED OR VIEWED FROM THE EBID "ATTACHMENT" TAB**

Note: The vehicle and equipment list should be used as a guideline for determining the types of maintenance that will be required on the different vehicles and equipment that the City must maintain. The list is NOT one hundred percent (100%) accurate. It should be used as a guide for estimating the different maintenance requirements for the City.



## ATTACHMENT "B"

## VEHICLE &amp; EQUIPMENT PREVENTIVE MAINTENANCE SCHEDULES

The Preventive Maintenance Program Schedules are typically as follows (although there are some units on unique special schedules different from below):

<b>Vehicle Type</b>	<b>Schedule</b>
Police Marked Patrol Units	Every 3000 miles
Police Unmarked Units	Every 5000 miles
One Ton or Small Vehicles	Every 5000 miles
All Other Vehicles & Equipment	Every 90 days

## Notes:

1. Users may request more frequent PM's if the maintenance and repair and/or manufacturer's recommendations for a specific piece of equipment warrants a change in the frequencies.
2. The Contractor will submit their recommended PM Inspection Check-Off Lists for the various City vehicles and equipment for review and approval by the Public Works Director or designee as part of this RFP.

**ATTACHMENT "C"**  
**LISTING OF FUEL SITES**

The City of Coconut Creek's present fuel site is as follows:

**Public Works Compound**

a.	Capacity	36,000 Gallons: 20,000 gals unleaded; 15,000 gals diesel; 1,000 gals propane
b.	Tanks	Three (3): (1) 20,000 gallon; (1) 15,000 gallon tanks in-ground and One (1) 1,000 gallon tank above ground
c.	Sentries	One (1) automated key reader.
d.	Pumps	Three (3) Pumps – 1 unleaded, 1 diesel and 1 propane.

**ATTACHMENT "D"**  
**TO BE FILLED OUT ON THE LINE ITEMS "TAB" OF THE eBid SYSTEM**  
**SCHEDULE OF PROPOSAL PRICES**  
**TARGETED OPERATING BUDGET SERVICES**

	Year One	Year Two	Year Three	Year Four	Year Five
<b>1. Wages &amp; Salaries</b>					
Management/Admin. Personnel	_____	_____	_____	_____	_____
Mechanics	_____	_____	_____	_____	_____
Parts Personnel	_____	_____	_____	_____	_____
Other Personnel	_____	_____	_____	_____	_____
Wages & Salaries – Subtotal	=====	=====	=====	=====	=====
<b>2. Fringe Benefits</b>	_____	_____	_____	_____	_____
<b>3. Parts &amp; Supplies</b>					
Parts & Accountable Supplies	_____	_____	_____	_____	_____
Indirect Shop Supplies	_____	_____	_____	_____	_____
Parts & Supplies – Subtotal	=====	=====	=====	=====	=====
<b>4. Subcontractor Services</b>	_____	_____	_____	_____	_____
<b>5. Overhead</b>	_____	_____	_____	_____	_____
<b>6. Corporate Admin. &amp; Mgmt. Fees</b>	_____	_____	_____	_____	_____
<b>TOTAL COST</b>	=====	=====	=====	=====	=====

NOTES:

1. Define each cost element on the Notes Section of the eBid system "line item" tab.
2. Explain changes from year-to-year.
3. Provide a description of your benefits program, including contents, eligibility, and co-pay shares.  
(TO BE SUBMITTED WITH YOUR PROPOSAL)

\*\*\*\*\*

**Parts Costs:**

Indicate the cost you will charge the City of Coconut Creek for parts as a percentage of the jobber price schedule. The cost percentage you specify will set the maximum rate you will be allowed to apply to the jobber cost for Non-Targeted Operating Budget Parts Costs throughout the term of this Agreement.

\_\_\_\_\_ % Percent

**ATTACHMENT "E"**  
**TO BE DOWNLOADED FROM THE EBID "ATTACHMENT" TAB & SUBMIT WITH YOUR PROPOSAL**  
**NON-TARGETED OPERATING BUDGET SERVICES**  
**DETAILED HOURLY RATE PROPOSAL**

Position Description	Rate Per Hour Regular Business Hours	Rate Per Hour Overtime Hours
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
6. _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____
8. _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____

\*\*\*\*\*

**ATTACHMENT "F"  
REFERENCES**

**TO BE SUBMITTED WITH YOUR PROPOSAL**

Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past five (5) years, at least two (2) of which are governmental entities. For each client reference include:

**1. Name of Firm or Agency:**

Address:

City/State/Zip:

Contact: Title:

Telephone: Email:

Scope of Work:

**2. Name of Firm or Agency:**

Address:

City/State/Zip:

Contact: Title:

Telephone: Email:

Scope of Work:

**3. Name of Firm or Agency:**

Address:

City/State/Zip:

Contact: Title:

Telephone: Email:

Scope of Work:

**4. Name of Firm or Agency:**

Address:

City/State/Zip:

Contact: Title:

Telephone: Email:

Scope of Work:

**5. Name of Firm or Agency:**

Address:

City/State/Zip:

Contact: Title:

Telephone: Email:

Scope of Work:

Note: Proposer is responsible for verifying correct & current information. Failure to provide accurate data may result in the reference not being considered.

**SECTION IV - REQUIRED DOCUMENTS****Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

<b>Required Documents</b>	<b>Yes</b>	<b>No</b>
Proposer Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certification	<input type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System “Line Items” Tab	<input type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses / Certificates	<input type="checkbox"/>	<input type="checkbox"/>

**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: \_\_\_\_\_

Social Security/Federal Tax I.D. No.: \_\_\_\_\_

Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, Whichever Applies

**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

**Part II:**

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name

## PROPOSAL CONFIRMATION

In accordance with the requirements to provide **Fleet Management & Maintenance Services** pursuant to **RFP No. 06-27-18-10**, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Fleet Management & Maintenance Services, RFP No. 06-27-18-10 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CITY OF COCONUT CREEK  
FLEET MANAGEMENT & MAINTENANCE SERVICES  
RFP NO. 06-27-18-10

SCHEDULE OF PROPOSAL PRICES

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**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY  
THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**

**[WWW.COCONUTCREEK.NET/PURCHASING](http://WWW.COCONUTCREEK.NET/PURCHASING)**

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**SCHEDULE OF PROPOSAL PRICING INSTRUCTIONS:**

**ATTACHMENT "D" TARGETED OPERATING BUDGET SERVICES TO BE FILLED OUT BY LINE ITEM ON THE EBID SYSTEM "LINE ITEMS TAB". DEFINE EACH COST ELEMENT ON THE "NOTES" SECTION FOR EACH LINE ITEM. EXPLAIN CHANGES FROM YEAR TO YEAR.**

**ATTACHMENT "E" NON-TARGETED OPERATING BUDGET SERVICES (DETAILED HOURLY RATE PROPOSAL) IS ATTACHED AS A FORM FILLABLE ATTACHMENT, PLEASE FILL OUT THE POSITION(S) DESCRIPTION(S) AND REGULAR / OVERTIME HOURLY RATES AND SUBMIT WITH YOUR PROPOSAL.**

**ATTACHMENT "F" REFERENCES IS ATTACHED AS A FORM FILLABLE ATTACHMENT, PLEASE FILL OUT ALL THE INFORMATION AND SUBMIT WITH YOUR PROPOSAL.**

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**VISA PURCHASING CARD:**

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

## Purchasing Card Acceptance



### Why You Should Accept City of Coconut Creek's Purchasing Card

#### The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

#### The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

#### Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

#### What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

#### City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

\*Rate provided by Visa

**Purchase Level 2**

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

**Purchase Level 3**

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

**Purchase Large Ticket**

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

**City of Coconut Creek Preferred Product Solution Pricing**

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

**Value-Added Services**

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

**Supplier Sign-Up:**

To begin the supplier enrollment process, please call 855.468.0317.

**INDEMNIFICATION CLAUSE**

(Page 1 of 1)

**The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.** The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered  
in the presence of:

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

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

**PROPOSER'S QUALIFICATION STATEMENT**

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Purchasing Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Check One

Submitted By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

- Corporation
- Partnership
- Individual
- Other

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

The correct name of the Proposer is: \_\_\_\_\_  
\_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

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

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and Address of Resident Agent: \_\_\_\_\_

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

- a. Date of Organization: \_\_\_\_\_
- b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

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

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

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

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

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

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8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Fleet Management & Maintenance Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

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9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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11. State the name of the individual(s) and titles who will personally supervise the work:

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12. State the name and address of the attorney, if any, for the business of the Proposer:

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

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16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
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17. Have you personally inspected the site of the proposed work?

Yes  No

18. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes  No

19. Did you attend the pre-proposal conference if any such conference was held?

Yes  No  No Conference Held

20. Bank References:

<b>Bank</b>	<b>Address/City/State/Zip</b>	<b>Telephone</b>

21. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

22. State the name of the firm preparing the financial statement and date thereof:

\_\_\_\_\_

23. Is this financial statement for the identical organization named on page one? Yes  No

24. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

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

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public of the State of Florida, Personally appeared

\_\_\_\_\_  
*(Name(s) of individual(s) who appeared before notary)* And

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification

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

- DID take an oath, or
- DID NOT take an oath

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that \_\_\_\_\_ does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with RFP No. 06-27-18-10 for Fleet Management & Maintenance Services.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
  - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.  
**(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)**
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

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

State of: \_\_\_\_\_

County of : \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





**SCRUTINIZED COMPANIES  
CERTIFICATION PURSUANT TO  
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date