



**REQUEST FOR PROPOSALS  
(RFP) # FY 2015-2016-000**

**FRANCHISE TOWING SERVICES**

**EXHIBIT I SCOPE OF WORK**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
POLICE DEPARTMENT AND  
PROCUREMENT DEPARTMENT**

## INTRODUCTION / INFORMATION

### **Purpose and project scope:**

Pursuant to Hallandale Beach City Code of Ordinances, Chapter 20-17, Leases and Franchises, and 28-172, Towing Franchise, the City of Hallandale Beach seeks to identify qualified firms with substantial experience and capabilities to perform towing services. The City desires to contract with a firm to provide towing and storage of vehicles; towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Enforcement Department. The contract to be awarded is not an exclusive contract.

Pursuant to Florida Statute Section 715.07 any towed or removed vehicle or vessel must be stored at a site within ten (10) mile radius of the point of removal in any County of 500,000 population or more. Firms to be considered must have a base of operation and auto storage facility located within ten (10) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State and local laws, regulations, statutes and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

The use of subcontractors will not be allowed for the services required by this RFP, unless there are special circumstances approved by the City. It is the intent of this RFP to require the primary Contractor to provide all services required.

### **Minimum Qualification Requirements – MQRs:**

This RFP contains Minimum Qualification Requirements (MQRs) which the proposing firm must meet in order for the firm's response to be considered and to be evaluated. Ensure you read the MQRs first to ensure your firm meets these requirements and thus is able to provide a response to this RFP. Firm(s) that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered. Ensure the MQRs are easily found and clearly addressed within your firm's response. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals. Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth.

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**Non-mandatory pre-proposal conference:**

For this project the City is holding a non-mandatory pre-proposal conference. The Pre-Proposal Conference is held to explain in detail Exhibits I-III, which make up the RFP for this project. It is strongly encouraged that firms interested in proposing to this RFP attend the Pre-Proposal Conference. The Conference will explain the scope of work, the City's Local Vendor Preference and Community Benefit Plan. The Pre-Proposal Conference presents the opportunity for firms to clarify anything within the RFP and to ask questions directly to City Staff. The Procurement Department recommends that firms attend the Pre-Proposal Conference as a tool to be successful in responding to the City's projects.

**The City:**

The City of Hallandale Beach is a vibrant coastal community located in the southeast corner of Broward County on the Atlantic Ocean. The City encompasses 4.4 square miles and has a population of 38,273 residents. The City demographics continue to change as younger families move to Hallandale Beach for its location and quality of life attributes. Tourism plays an important role in the City's economy as the population during the peak winter season increases to 50,000 within the City. Home to 11 state of the art parks, including two beach parks and two gaming venues, the City hosts visitors year round.

Two (2) primary business corridors transverse the City:

1. Federal Highway – US-1
2. Hallandale Beach Boulevard – State Road 858

Hallandale Beach is unique in that it is home to two pari-mutuel gaming facilities, Gulfstream Park Casino and Race Track and Mardi Gras Casino. Parking at each of these leisure and commercial destinations takes place within their respective development, and is currently free of charge to the public and employees. Parking at all other retail and commercial establishments along the City's business corridors also happens on-site. The City of Hallandale Beach does not have public on-street parking that services the commercial corridors.

The City also has a high concentration of mid-rise and high-rise condominiums. As required by Florida Building Code, all of the condominiums provide off-street parking for residents within the property.

**Contract Cost Adjustments:**

After the first (1<sup>st</sup>) year of the contract period, any increases to the Towing Fees which may be approved by the City shall be subject to an adjustment up to two percent (2%) maximum only if the Contractor can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal contract period.

**Storage Facilities and owner notification:**

- a. The Contractor must have a storage facility and base of operation located within ten (10) miles of the City's boundaries during all of the terms of the agreement. The storage facility and base of operation must be in Broward County.
- b. The Contractor must have outside storage capacity for seventy-five (75) vehicles, properly spaced to provide access for removal or addition of vehicles. The outside storage must have a durable surface, properly drained to prevent standing water.
- c. The Contractor must have inside storage capacity for two (2) vehicles which must be dedicated to the City and shall be properly spaced to provide access for removal or addition of vehicles. The inside storage must have a paved floor, either concrete or asphalt, and must be free of dirt, standing water, vegetation and/or articles inappropriate to or inconsistent with the operation of a towing service. The inside storage must provide an area of a minimum of 12' x 12' per vehicle, with at least an 8' ceiling. The inside storage shall have proper lighting and ventilation to conform to OSHA safety standards to permit processing of vehicles. The inside structure must provide complete protection from weather and unauthorized entry. The facility shall be owned or leased and proof of ownership or lease shall be provided with the firm's response.
- d. The facility shall be properly zoned in accordance with the applicable codes for the services that will be provided.
- e. All storage facilities shall be secured from unauthorized entry at all times. Inside storage shall be open to the City's Police Department.
- f. The Contractor will be responsible for storage of vehicles for the period prescribed by law, to keep them safe from damage, theft and property loss.
- g. Contractor will be responsible for all thefts and damage to stored vehicles occurring while the vehicles are in its possession.
- h. The Contractor must have office facilities which shall be a permanent structure and which shall include, but not be limited to, a telephone, fax, email and rest room facilities. The location shall

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have the name and address in front of the building. Twenty-four (24) hour service for released of a towed vehicle shall be available.

- i. The office and storage areas shall be easily accessible to the general public.
- j. Vehicles designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, no higher rate than the outside storage rate shall be charged. If inside storage is necessary, approval must be given by the impounding Officer or his/her supervisor.

**City Owned/Leased Vehicles:**

City owned or leased vehicles will be towed twenty-four (24) hours a day, seven (7) days a week, without charge from any location in Broward, Miami-Dade or Palm Beach Counties, upon request of the appropriate City officials, to any location of the City's choice.

Prior to tow, the Police Officer will determine whether the action is to be considered a Police action or a Code Enforcement action.

- a. Police action includes, but is not limited to, accidents, stolen vehicles, criminal offenses, traffic and parking violations. In Police action tows, the motor vehicle operator or owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit 1. The City shall not be responsible for charges imposed.
- b. Code Enforcement action will include, but not be limited to, abandoned or derelict vehicles or property, including vehicles and boats on trailers. In Code Enforcement tows, the motor vehicle or boat owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit 1. The City shall not be responsible for charges imposed.
- c. In addition to the charge to the owner or operator for towing and storage of any vehicle or property as a result of Code Enforcement action, Contractor will collect a fifty dollar (\$50) administrative fee upon release of the vehicle, which will be remitted to the City quarterly. Payment shall be identified separately from the quarterly franchise fee payment. The City shall have the right to pursue alternate means to collect the fee, in its discretion, but such alternate means shall not relieve Contractor of its responsibility to collect the fee as herein provided. No fees will be remitted to the City unless the vehicle is claimed by the owner and the fee paid to Contractor, or the Contractor fails to bill for the appropriate fee and fails to collect it.

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- d. Owner or authorized agent of vehicle shall be allowed to remove personal unattached property from vehicle on a one time only basis at no additional charge subject to signing a receipt which lists the removed unattached property.
  - e. The City will not be responsible for the collection or payment of any charge for services rendered by reason of Contractor having been dispatched relative to this Agreement. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.
  - f. The City reserves the right to cancel a request for services from Contractor at any time, including, up to the time of hook-up. Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.
  - g. In the event of a fee dispute, the City reserves the right to ensure that the fees provided in the Agreement are being charged and if not, to adjust the charge in accordance with the Agreement. Contractor shall provide reimbursement to the party that the City deems in its sole discretion requires an adjusted charge and the adjusted, overcharged and/or improperly charged party shall be mailed its reimbursement within ten days from the date the City adjusted the charge. Further, Contractor shall pay the City the amount of the overcharge, plus an administrative fee of 10% of the overcharged amount.

**Equipment Requirements:**

- a. The Contractor shall have, maintain and have available at all times a minimum of four (4) Class A wreckers and slide back carriers; one (1) Class B wrecker; and one (1) Class C wrecker. All vehicles must be owned by the Contractor.

**Class "A" wrecker:**

- \* Commercially manufactured, 15,000 GVW minimum rated capacity
- \* Commercially manufactured, single boom or hydraulic lift with 4 tons minimum capacity
- \* 8,000 lb. crane power driven winch w/ 100' 3/8" steel core cable
- \* Universal tow sling with safety chains or wheel lifts
- \* One 3-ton snatch block
- \* Dolly equipped, 2000 lb. capacity
- \* Proper safety lights - Amber L.E.D., strobe, or rotating exterior mounted lights - 2 rear flood lights
- \* Slings and protective devices to prevent damage to towed vehicle
- \* Motorcycle sling
- \* Communication

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**Class “B” Wrecker:**

- \* Commercially manufactured, 26,000 lbs. GVW minimum rated capacity
- \* Commercially manufactured, hydraulic or boom capacity of not less than 16- tons independently or jointly when multiple booms are used
- \* Two 12,000 lb. power driven winches w/ 100’ 7/16” steel core cable
- \* Two snatch blocks, each 8-ton capacity
- \* Tow sling with safety chains or tow bar
- \* Brake lock
- \* Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- \* Communication

**Class “C” Wrecker:**

- \* Commercially manufactured, 35,000 lbs. GVW minimum rated capacity
- \* Commercially manufactured, hydraulic or booms with 25-ton total capacity
- \* Brake lock
- \* Tow bar
- \* Two snatch blocks, each 12-ton capacity
- \* Rear support jack or outriggers
- \* Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- \* Communication

**Equipment Required on each vehicle:**

- \* Sand (50 lbs. minimum) or oil absorbent material
- \* Heavy duty broom
- \* Reflectors
- \* Safety cones (2 minimum, day-glow orange with dual band 4” to 6” reflective bands, 3’ high)
- \* Shovel
- \* Extra 2-ton capacity towing chain – 7 to 8’ with hooks
- \* Jack and tire changing tools
- \* Axe
- \* Fire extinguisher – 5 lb. dry chemical U.L. approved
- \* First aid kit, minimum 16 units

**Additional Equipment and Tools:**

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- \* Any special equipment and tools necessary for the removal of abandoned vehicles in unusual locations.
  - \* Portable cutting device
  - \* Porto-power of 10-ton capacity

**Service Requirements:**

Contractor, while acting under the Agreement, will obey all traffic laws of the State of Florida and the City, and agrees that no vehicle operated by Contractor, Contractor's agents, servants or assigns, will be operated as an emergency vehicle. The Contractor shall conduct business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

- a. Communications: The Contractor shall provide a communication system adequate to cover the City. The Communication System shall be between the Contractor's base station and all service trucks utilized to provide the service. The Contractor shall notify the Police Department and Code Enforcement Department of any additional telephone numbers, fax numbers, and/or changes. The phone system must include an automated ring down line to the Police Department dispatcher with a power backup.
- b. Protection of vehicles and property: The Contractor shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicle and listed on the vehicle storage receipt.

Contractor shall replace any such article upon verification of the loss by the designated investigative agency representing the City and/or Code Enforcement Officer representing the City. Contractor may be required, by the impounding officer and/or Code Enforcement Officer, to provide special weather protection, the impounding officer will note requirement on the storage receipt. The Contractor shall provide storage for all impounded vehicles in the outside storage areas unless specific written instructions are given for inside storage by the impounding officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating "Crime Scene Processing", "Fingerprinting," "Latents", "Lab Processing," or any other words detailing a need to store a vehicle inside. Once the necessary processing is completed and the hold is released, the Contractor may, at its option, keep the vehicle stored inside, however, only outside storage rates may be charged after the release of the hold.

- c. Location Changes: The Contractor shall not change type of storage (inside or outside) without written permission from the Police Department. The Contractor shall not change



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facility location without written permission from the Police Department and/or Code Enforcement Department.

- d. Request for Service: All requests for service shall be made through the City Police Department and/or Code Enforcement Department. The City reserves the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Contractor shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Enforcement Department may, from time to time, require weekend towing service of abandoned property. The City will give Contractor prior notice of these times.
- e. Response Time: The Contractor shall respond to requests for service from the Police Department within twenty (20) minutes of the call for service and within thirty (30) minutes of the call for service from the Code Enforcement Department. On occasion the Code Enforcement Department will operate a towing project in a specific geographic area; prior to the commencement of these projects the Department will provide the Contractor with a minimum of 24 hours' notice. Contractor shall assess the call for service from the Police Department immediately, if unable to respond in twenty (20) minutes, Contractor shall call a subcontractor to respond to the City's call.
- f. Clean Up: Contractor's truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator and disposed of in accordance with all applicable laws. No debris shall be left at curb-side. Brooms, etc., to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Contractor will be required to return and remove debris within thirty (30) minutes from call at no expense to the City.
- g. Wrecker Markings: The name of the Contractor, telephone number, address and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered affixed to the vehicle as required under Florida Statute 713.78(8). All vehicles shall display, in accordance Broward County Code a current decal issued by the Consumer Service Department (CSD) and a current decal issued by the City Code Enforcement Department. There shall be no literature or markings on any vehicles or building or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City or any other governmental entity.
- h. Attendant on Duty: The Contractor shall make available, on a twenty-four (24) hour basis, attendants and equipment for immediate response to calls for service from the Police Department. In addition, the Contractor shall have adequate personnel to staff the storage facility and office twenty-four (24) hours a day, seven (7) days a

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week, for the purpose of releasing vehicles to owners. The Contractor shall provide a visible sign on the outside of their facility indicating the hours of operation.

- i. Holidays: Notwithstanding the above requirements, three holidays will be recognized as days the Contractor can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor that elects to close on these holidays shall provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected business with a telephone number, to reach the Contractor to respond and release vehicles to owners, during what would have been regular business hours on these holidays.
- k. Impounding Vehicles: The Contractor shall impound such vehicles as requested by the Police Officer on duty at the scene. The Police Officer on duty shall have sole authority to determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the Police Officer. The Police Officer/Code Official on duty at the scene is responsible for obtaining the information required on the Vehicle Tow/Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Tow/Storage Receipt, unless the removal is at the owner's request.
- l. Owner Notification: The Contractor shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the Vehicle Storage Receipt. If the owner's identity is not supplied, the Contractor shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Contractor shall maintain a log at their place of business listing date, time, and method of notification.
- m. Repairs: Contractor will not undertake any repairs to or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission, in writing, from the owner or person entitled to lawful possession to complete the same. All estimates for repair will be in writing. Contractor further agrees that, when making any repairs or rendering any estimates or invoices, it will abide by Florida law and the Rules of the Department of Legal Affairs, relating to motor vehicles, sales, repairs, maintenance and service. Contractor further agrees to pose a sign in a prominent position stating if Contractor has any financial interest or connection with a repair, body or paint shop. Such connection, if any, will also be stated on written estimates for repair.

**Reports:**

Contractor shall be responsible for preparing and maintaining at the place of business:

- a. A daily log of all calls for service by the Police Department listing date, time of request and time of arrival on scene, and method of notification. The daily log and two (2) copies will be submitted to the Police Department once each month on the first Monday of the month.

Contractor will provide a Release Report containing the following information for each tow:

1. Date and time of tow and time arrived at storage facility
  2. Service call number/case number assigned by the Police Department
  3. Location towed from and location towed to
  4. Registered owner's name and address and customer's name and address, if different from owner.
  5. Description of vehicle towed, year, make, model, color, class, license plate number, VIN number
  6. Reason for tow such as accident, parking, arrest, confiscation, abandoned, City vehicle, etc. and type of tow, i.e. truck used.
  7. Date and time released from facility and type of release, such as to insurance company, owner, City or other disposition. The name and address of the person claiming the vehicle must be provided.
  8. Complete breakdown of all towing and storage charges, as applicable, with a total including sales taxes. Documentation of charges required under the Agreement shall be attached to the Invoice/Towing Activity and Release Report.
  9. Tow truck operator's name and identification number
- b. A log and two copies of all unclaimed vehicles over thirty (30) days will be submitted to the Police Department each month on the 10th of each month. A log of all vehicles with "HOLD" for over seven (7) days is to be submitted to the Police Department each month on the 10<sup>th</sup> of each month.
  - c. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with State of Florida Statutes 713, EXCEPT THAT NOTIFICATION MUST BE MAILED, BY CERTIFIED MAIL, TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.
  - d. Vehicles stored for the City shall be marked in a conspicuous location with a yellow grease pencil with the Police Department case number, date towed, and inventory number. A report must be submitted on the 10th of each month and shall contain the VIN number, Tag number, year, make and if holds have been placed on the vehicle, showing when and how it was released, destroyed, or still being held.

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- e. Contractor shall copy the Police Department on any correspondence with the vehicle owner at the same time correspondence is sent to vehicle owner but not later than next calendar day.

**Seized vehicles and investigation:**

Vehicles seized for investigative purposes pursuant to the Police Department's instructions shall be stored at no charge until the Police Department either notifies the Contractor to tow the vehicle to a City location or instruct the Contractor to charge the owner of the vehicle for towing and storage in accordance with the rate structure, see Exhibit 1.

**Vehicle release:**

- a. Contractor shall directly release any vehicles which have not been marked "HOLD", providing the proper proof of identification and ownership is presented. Any vehicles towed which have been marked "HOLD" may not be released without written authorization from the Police Department supervisor assigned to the holding unit where applicable.  
Proper proof of identification and ownership shall consist of sufficient identification of the person whose name appears on the title or registration certification as the registered owner of the vehicle or to the authorized agent of such person.
- b. In the event that Contractor has possession of a vehicle or personal property, arising out of this Agreement, as a result of a Police action, including but not limited to accidents, stolen vehicles, criminal offenses or traffic violations, for a period in excess of thirty (30) days, and Contractor is ordered to turn this property over to the County Court or the Sheriff of Broward County, or the City, pursuant to Florida statutes, Contractor may only collect any storage or towing charges due and owing from the proceeds of a judicial sale pursuant to said statutes, if any.
- c. In the event that Contractor has possession of a vehicle or personal property arising out of this Agreement, as a result of a Code Enforcement action, including but not limited to abandoned or derelict vehicles or boats, for a period in excess of seven (7) days, it may commence salvage, sale or other action for disposal of said vehicle or personal property, if permitted by applicable law.

**Towing Rates**

The awarded Contractor must charge fees for services as stipulated in this RFP rendered within the City limits as established by Broward County. Such rates will be the maximum charged to owners of vehicles for services rendered as a result of this RFP.

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- a. The applicable tow rate structure (Class “A”, Class “B”, Class “C”, or Class “D”) shall depend upon the requirements of the towed vehicle rather than the actual tow truck used; i.e. if a Class “B” wrecker is used to tow a sedan, the Class “A” rate structure shall be the basis for charges imposed. Towing charges shall be if Contractor elects to use a car carrier in lieu of a dolly tow when only a dolly tow is required, the lower rate shall apply except if owner or Police Officer specifically requests use of the car carrier. See Exhibit 1 for the towing rates that will be applicable.

Towing charges shall be based on the class of vehicle being towed, as defined herein:

- Class A - includes all two or three-wheeled vehicles commonly used for transport of one or two persons.
- Class B - passenger vehicles, including sedans, compacts, station wagons, sport-utility vehicles, dune buggies, jeep-type vehicles, passenger vans and station wagon type trucks for private use, including all two passenger, four-wheeled vehicles.
- Class C - other vehicles up to 8 tons GVW. This classification shall apply to commercial pickup trucks, and van-type vehicles and any other vehicles generally falling within the lighter classification above but not more than eight (8) tons, manufacturer's GVW.
- Class D - all other vehicles over eight (8) tons GVW. Trailers shall be considered at same rate level as corresponding towed vehicle classification. A charge or fee may be charged for the following services NOT involving a tow:
  - Street Cleanup without a tow
  - Lock-out
  - Delivery of gas
  - Change tire
  - Jump start vehicle

A charge or fee may be charged for the following services involving a tow:

- Actual tow (labor, equipment, overhead included in price of tow) by class of vehicle.
- Indoor or outdoor storage (labor, equipment, overhead included in price for storage) by class of vehicle. NOTE: NO STORAGE CHARGES WILL BE ASSESSED IF VEHICLE IS PICKED UP WITHIN SIX (6) HOURS FROM ARRIVAL AT CONTRACTOR'S FACILITY.

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- Mileage surcharges (only for tows of non-City vehicles – mileage surcharge begins upon leaving the city limits of the City of Hallandale Beach and ends upon delivery of vehicle to location outside of the City.
  - Surcharges for winching from sand, turnovers, and removal from water (by class of vehicle)
  - Towing and storage of boats on trailers which have been abandoned on the public right-of-way.
  - Administration following a 24 hour storage period, per State Statute requirements.
  - Weatherproofing of a vehicle in accordance with Section XIV. Storage of Facilities and owner notification.
  - After hours delivery of stored vehicles in accordance with Section XIV. Service Requirements, item h.

No separate or additional charges will be permitted for any other services, including, but not limited to, use of dollies, flatbeds, waiting time, overtime, labor and equipment (in addition to tow charges), cleanup of debris, material oil, dry and delivery of vehicles between 8:00 am and 11:00 pm, seven days per week.

Charges may be assessed for delivery of vehicles between 11:00 pm and 8:00 am, seven days a week.

No charges will be permitted for responding to a call if no services are provided due to cancellation of tow request by vehicle owner or City.

- b. The basic tow rate for each class of wrecker shall include clean-up at an accident scene. Mileage surcharges only apply for tows of non-City vehicles. Mileage surcharges begin upon leaving the City limit to the delivery destination requested.
- d. After twenty (24) hours and administrative charge of up to \$30.00 may be charged. An administrative charge includes verification of a vehicle identification number, search for vehicle ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters. Written documentation of the effort to ascertain ownership of the vehicle must be obtained from a in-state and out of State Department of Motor Vehicle (DMV) service provider for all vehicle information, which must be attached to the invoice for services when the administrative charge is assessed. An administrative charge will be assessed at no more than the maximum rate of \$30.00.

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- e. Waiting time and extra labor cost; i.e. “Retrieving”, special handling, accomplished within sixty (60) minutes of arrival at the scene shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than sixty (60) minutes, an extra waiting time or extra labor charge per fifteen (15) minutes or any fraction thereof, may be assessed by the Contractor commencing sixty minutes after arrival at the scene.
  - f. The Contractor shall collect all towing and storage fees, in compliance with those rates established by City’s Tow Rate, from the owner of the vehicle or his authorized representative after the City’s Police Department has approved release of the vehicle from the storage area.
  - g. Daily storage charges shall be predicated upon each 24 hour period, such charges beginning at the actual time of impounding, e.g. 1:00 p.m. Monday, to 12:59 p.m. Tuesday, will represent one storage-charge day. Pursuant to Florida Statutes 713.78(2), no storage fee shall be charged if such vehicle is stored for less than six hours.
  - h. If owners do not apply for release of the vehicle within the statutory period (F.S. 713.78), the Police Department must be notified prior to any procedure to junk or otherwise dispose of vehicle.
  - i. Whenever an impounded vehicle is claimed by the owner, they shall be furnished with an itemized statement of all charges for the impounding of the vehicle. The Contractor shall receive from vehicle owner a receipt and release for the vehicle and all personal property therein, and the Contractor shall retain receipts for one year.
  - j. The City shall not be held responsible or liable to the Contractor for nonpayment of any towing or storage fees to the Contractor by the owner of the vehicle.
  - k. Personal property stored in the vehicle shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.
  - l. At the discretion and/or direction of the City cleanup of hazardous materials at a crash scene or for hazardous materials cleanup may be necessary. The Contractor may charge the actual fee for the cleanup plus 20% for administrative and other cost related to the hazardous materials cleanup, remediation of the environment and proper disposal of materials recovered and remediated from the scene. Copies of actual charges must be submitted to City.
  - m. Contractor shall prominently post, in an area designated to transact business with the vehicle owner or his authorized agent, a notice in letters not smaller than ½” in height advising the owner/agent of his/her right to request and review a complete schedule of

the charges and rates for towing services provided at City's Police request. Such notice shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.

Contractor shall display on same sign as above the following statement:

"If you believe you have been overcharged for the services rendered, you are not required to pay your bill to have your car released. You have the right to post a bond in the Circuit Court, payable to (Name of Contractor) in the amount of the final bill for services rendered, and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle and the Court will decide later who is right. You must show a valid Clerk's certificate that you have posted bond and your vehicle will be released immediately."

**Revenue Franchise Fee:**

- a. The amount of money paid to the City for the franchise agreement to be paid by the Contractor in quarterly installments, to be paid no later than ten (10) calendar days in advance of the quarterly period, with the first payment due on the effective date of the Agreement.
- b. The Contractor will guarantee an annual revenue franchise fee of no less than \$40,000.00 for the first year of the agreement, payable quarterly. Proposer shall state the guaranteed revenue franchise fee on the Revenue Form.

**Payment:**

- a. The vehicle owner and/or operator is responsible for payment of charges imposed by the Contractor in accordance with the City's rate structure.
- b. Contractor shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:
  1. All documents required to retrieve the vehicle;
  2. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
  3. Acceptable methods of payment; and
  4. Hours and days the storage site is open for regular business
- c. Contractor shall itemize all bills; to number all bills in correspondence with the applicable Police Department tow sheet number; and to submit duplicate copies of the



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original of bills to the Police Department on the tenth of each month. A copy of these bills shall be attached to the copy of the vehicle storage receipt. THE BILL MUST BE COMPLETELY FILLED OUT.

- d. Contractor shall accept payment from the vehicle owner or authorized representative for charges in any of at least two of the following forms:
1. Cash, money order or valid traveler's check
  2. Valid bank credit card or debit card
  3. Valid personal check showing the name and address of the vehicle owner or authorized representative
  4. Clerk certificate of bond

**Performance Standards:**

The Contractor must provide the City within five (5) calendars days from Commission meeting of award of contract a cash performance bond in the amount of \$5,000.00, which is to be held by the City in escrow during the term of the Agreement.

Contractor agrees to provide, on a twenty-four (24) hour basis, seven (7) days a week, employees and sufficient equipment for immediate response to calls from the City for both Police action and Code enforcement tows. For tows involving removal of vehicles from private property without the consent of the registered owner, operator or person in control of the vehicle, Contractor will make available adequate personnel to staff their facility from 8:00 a.m. to 11:00 p.m., seven (7) days a week for the purposes of releasing vehicles to the owners. Contractor further agrees to post a sign indicating a name and telephone number within Broward County where the operator of the storage site can be reached at all times. Such operator or on-call personnel authorized to release vehicles shall be available between 11:00 p.m. and 8:00 a.m., seven (7) days a week, and agrees to respond to Contractor's compound within thirty (30) minutes of being called by the owner or Police Officer.

**Performance Review, site inspections and audits**

The City may conduct performance reviews of the Contractor. The criteria to be evaluated will consist of, but not be limited to:

- a. Response times
- b. Complaints
- c. Care and custody of vehicles and owner's possessions
- d. Condition of facilities and equipment

- 
- e. Extent and clarity of records
  - f. Conduct of management and personnel

Any deficiencies found will be sent via email by the City's Project Manager to the Contractor. Contractor must respond to such within seven (7) business days in writing.

**EXHIBIT 1**  
**TOWING RATES AND OTHER RATES**

**Towing**

Class A Motorcycles	\$55.00
Class B Passenger Vehicles	\$55.00
Class B pickups, vans, etc.	\$55.00
Class C Vehicles up to 8 tons	\$95.00
Class D Vehicles over 8 tons	\$95.00

Mileage surcharge with is applicable to tows only for vehicles being towed to locations outside of the City's limits \$5.00 per mile.

<b>Description</b>	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>	<b>Class D</b>
Storage rates (outside per day)	\$12.00	\$22.00	\$32.00	\$42.00
Storage rates (inside)	\$20.00	\$30.00	\$40.00	\$50.00
Street cleanup (without a tow)	*\$25.00	*\$35.00	*\$45.00	*\$50.00
Lockout (without a tow)	\$25.00	\$25.00	\$25.00	\$25.00
Delivery of Gas (without a tow) Cost plus cost of gas	\$25.00	\$25.00	\$25.00	\$25.00
Jump start vehicle (without a tow)	\$25.00	\$35.00	\$45.00	\$55.00
Change Tire	\$35.00	\$45.00	\$55.00	\$65.00
Tow for boat on trailer	\$55.00			
Storage for boat on trailer	\$12.00 per day outside storage			
Administration Fee hours	\$33.00 to be applied after vehicle is held for 24 hours			
After hour charge for delivery	Not applicable, normal hour rates will apply			
Weatherproofing	\$15.00 onetime fee, for all classes			

\*price based on each additional 30 minutes or fraction thereof

### **EXHIBIT 1** **TOWING RATES AND OTHER RATES**

**Winching from sand:**

Class A \$55.00

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Class B \$55.00  
Class C \$75.00  
Class D \$95.00

**Turnover surcharge:**

Class A \$55.00  
Class B \$55.00  
Class C \$75.00  
Class D \$95.00

**Removal from Water:**

Class A        \$125.00 per hour, per man, plus diver  
Class B        \$125.00 per hour, per man, plus diver  
Class C        \$125.00 per hour, per man, plus diver  
Class D        \$125.00 per hour, per man, plus diver

Diver \$100.00

Must be authorized by a Police Officer or vehicle owner at the scene. These fees shall include all charges, equipment and any hookups required to remove from water.

**MINIMUM QUALIFICATION REQUIREMENTS:**

This RFP contains Minimum Qualification Requirements (MQRs) which the proposing firm must meet in order for the firm's response to be considered and to be evaluated. Ensure you read the MQRs first to ensure your firm meets these requirements and thus is able to provide a response to this RFP. Firm(s) that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered. Ensure the MQRs are easily found and clearly addressed within your firm's response. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals. Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth.

All firm(s) responding to perform the work for this project/RFP must provide and meet all the (MQRs).

**Minimum Qualification Requirement # 1:** Firm must have a base of operation and auto storage facility located within ten (10) miles from any point of the City. The storage facility and base of operation must be in Broward County.

Pursuant to Florida Statute Section 715.07 any towed or removed vehicle or vessel must be stored at a site within ten (10) mile radius of the point of removal in any County of 500,000 population or more. Firms to be considered must have a base of operation and auto storage facility located within ten (10) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.

**Minimum Qualification Requirement # 2:** Firm must have Three (3) Years as the Towing Operator in a government entity.

The proposing firm must have, throughout the past three (3) consecutive years (2012 through 2015), continuous and active operation as the primary towing contract for a government entity providing the same scope of services as the ones outlined in this RFP. The response to this requirement must be provided by completing the tables below. Please note that the years of experience can be for a single/one (1) project.

Provide a response to this MQR, item 1., by completing the table below to respond to the MQR.

Name of the Project # 1	
Date when Project # 1 started	
Date when Project # 1 was completed	
Name of entity for which services were provided to	

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Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	

Name of the Project # 2	
Date when Project # 2 started	
Date when Project # 2 was completed	
Name of entity for which services were provided to	
Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	

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Name of the Project # 3	
Date when Project # 3 started	
Date when Project # 3 was completed	
Name of entity for which services were provided to	
Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	

**Minimum Qualification Requirement # 3:** Years' in Business provision of Sunbiz.

Provide a copy of the firm's Sunbiz. The Sunbiz for firm must show an incorporation date "filed" date of five (5) years. The period of time to meet the five (5) years requirement must show a "date filed" of 2011 or earlier.

**Minimum Qualification Requirement # 4:** Licenses

Proposing firm must provide copies of all applicable licenses with their response, if any. If none are required by County and State, you must so state in your firm's response.

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Each Proposer must state the yearly franchisee and the total franchise fee that will be paid to the City during all of the terms of the Agreement in the format below.

Payments will be made in twelve (12) equal payments, no less than ten (10) days in advance of each quarter, commencing with the date of execution of the Agreement.

The minimum annual revenue the City will accept is \$40,000.00.

**Franchise Revenue Fee**                      **Year 1**  
\$ \_\_\_\_\_

**Franchise Revenue Fee**                      **Year 2**  
\$ \_\_\_\_\_

**Franchise Revenue Fee**                      **Year 3**  
\$ \_\_\_\_\_

**Franchise Revenue Fee**                      **Year 4**  
\$ \_\_\_\_\_

**Franchise Revenue Fee**                      **Year 5**  
\$ \_\_\_\_\_

I, \_\_\_\_\_,  
Name of authorized Officer per Sunbiz                      Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



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## EVALUATION PROCESS:

An Evaluation Committee may select the highest ranked proposers for oral interviews/presentations.

Oral interviews may be scheduled with the firm(s) as requested by the Evaluation Committee. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

Oral presentations are to support what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

After oral presentations, proposals will be evaluated and ranked by the Evaluation Committee to obtain the results for recommendation to award an Agreement.

- All firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal. If the Proposal/Response is from more than one (1) firm, firms responding must meet all requirements as detailed in the RFP.

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

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## INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals or CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search, your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide eight (8) thumb drives with your firm's submittal.

Section II, Submission of Proposals, outlines the format to be followed for responses to this RFP.

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## REFERENCES:

The City will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide five (5) verifiable references.

Do not provide more or less than five (5) references. The City will only contact the five (5) references provided.

Each firm must provide the following information for each of the references provided and ensure that the contact information you are providing has an up to date email address and will be accessible and able to respond to the request for reference.

- a. Client name, address, phone number, and email.
- b. Name and location of the project. Description of the scope of work.
- c. Role/Services your company provided.
- d. Date project commenced and current status.
- e. Size of project by population of entity and revenue paid.
- f. Present status of the project.
- g. Phone # for Reference (Project Manager).
- h. Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form via email from the City of Hallandale Beach to complete by a deadline date. Emails provided that are no longer in service and/or for which references are not received by the deadline requested will cost your firm's full receipt of the reference points as outlined.

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## DEFINITIONS

**“Award”** means the acceptance of a bid, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, with the exception of emergency purchases.

**“City”** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

**“Contract” and “Contract Documents”** means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

**“Consultant”** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Local City of Hallandale Beach Vendor”** pursuant to Chapter 23, Procurement, Section 23-3 of the Code of Ordinances of the City of Hallandale Beach, Florida.

**“Notice to Proceed”** means the written notice given by the City to the Consultant of the date and time for work to start.

**“Project Manager”** means the Consultant’s representative authorized to make and execute decisions on behalf of the Consultant.

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**“Proposal Documents”** the Request for Proposals, Instructions to Proposers, Technical specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

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## **CONTRACT TERMS**

The term of the Agreement shall be for a period of five (5) years. The Contract start date shall be April 18, 2017 through April 17, 2022.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal 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 proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

## **CONFLICT OF INTEREST**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section, Exhibit II. Pursuant to the City of Hallandale Beach Standards of Ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

**PROPOSAL FORMAT:** The following format must be followed by firms submitting responses to the RFP.

**The following criteria stated below is what the Evaluation Committee will utilize to rate your firm's response. Your firm's response must provide all information requested below items # 1 through # 12. Firm's non-compliance to the outline below will hinder the Evaluation Committee's ability to find the responses to the RFP and could cost your firm points for information that is not easily found.** The information must be included in the thumb drives that are searchable in adobe format. No hardcopy paper submittals or CDs will be accepted.

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Firms are to submit this information/responses only on eight (8) thumb drives that are searchable in adobe format. No hardcopy (paper) submittals or CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an “edit” “find” search, your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide eight (8) thumb drives with your firm’s submittal.

**The outline for items # 1 through # 12 below must be followed by your firm’s written proposal.**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer’s capability to satisfy the requirements of the RFP.

In order to be eligible for evaluation, all firm(s) responses to this RFP must demonstrate and submit with firm’s response all of the Minimum Qualification Requirements (MQRs) stated below. Proposing firm(s) must meet the MQRs stated below in order to be eligible for evaluation of their response/submittal. If firm is proposing work to be provided by more than one (1) firm, **all proposed firms** must meet and provide the MQRs with the response/submittal.

While additional data may be presented, the information requested in items 1 through 12, must be included. Items 1-17 represent the criteria against which proposals will be evaluated.

**1. Title Page**

Provide the RFP # and title, the firm’s name; the name, address, telephone number and email of the contact person; and the date of the proposal.

**2. Table of Contents**

Include clear identification of the material by section and by page number.

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**3. Cover Letter**

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

**4. Executive Summary**

The Proposer shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed team, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

**5. Minimum Qualification Requirements (MQRS)**

Ensure that within this section your firm include the MQRS portion outlined and requested below.

All firm(s) responding to perform the work for this project/RFP must provide and meet all the (MQRs).

**Minimum Qualification Requirement # 1:** Firm must have a base of operation and auto storage facility located within ten (10) miles from any point of the City. The storage facility and base of operation must be in Broward County.

Pursuant to Florida Statute Section 715.07 any towed or removed vehicle or vessel must be stored at a site within ten (10) mile radius of the point of removal in any County of less than 500,000 population. Firms to be considered must have a base of operation and auto storage facility located within ten (10) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.

**Minimum Qualification Requirement # 2:** Firm must have Three (3) Years as the Towing Operator in a government entity.

The proposing firm must have, throughout the past three (3) consecutive years (2012 through 2015), continuous and active operation as the primary towing contract for a government entity providing the same scope of services as the ones outlined in this RFP. The response to this requirement must be provided by completing the tables below. Please note that the years of experience can be for a single/one (1) project.

Provide a response to this MQR, item 2., by completing the table below to respond to the MQR.

Name of the Project # 1	
Date when Project # 1 started	
Date when Project # 1 was completed	
Name of entity for which services were provided to	
Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	
Name of the Project # 2	
Date when Project # 2 started	
Date when Project # 2 was completed	
Name of entity for which services were provided to	

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Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	
Name of the Project # 3	
Date when Project # 3 started	
Date when Project # 3 was completed	
Name of entity for which services were provided to	
Updated contact name, phone and email for Project Manager where services were provided to	
Provide detail information about the scope of work your firm provided during this project	

**Minimum Qualification Requirement # 3:** Years' in Business provision of Sunbiz.

Copy of your firm's Sunbiz must be provided. The Sunbiz for firm must show an incorporation date of five (5) years. The period of time to meet the five (5) years requirement must show a "date filed" of 2011 or earlier.

**Minimum Qualification Requirement # 4:** Licenses

Proposing firm must provide copies of all applicable licenses with their response, if any. If none are required by County and State, you must so state in your firm's response.



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**6. Background and Experience**

The Proposer shall provide a concise description of the company, including origin, state of incorporation, background, and current size. Include information concerning general organization and staffing, as well as, experience with similar projects.

Provide a list of the required equipment and vehicles for the services that will be provided to the City.

**7. Proposed Solution**

What steps will your organization take to ensure that the transition and implementation for the Services runs smoothly?

**8. Past Performance (References)**

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide five (5) verifiable references for projects of similar scope as outlined in this RFP.

Do not provide more or less than five (5) references. The City will only contact the five (5) references provided.

Each firm must provide the following information for each of the references provided and ensure that the contact information you are providing has an up to date email address and will be accessible and able to respond to the request for reference.

- a. Client name, address, phone number, and email.
- b. Name and location of the project. Description of the scope of work.
- c. Role/Services your company provided.
- d. Date project commenced and current status.
- e. Size of project by population of entity and revenue paid.
- f. Present status of the project.

- 
- g. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date. Emails provided that are no longer in service and/or for which references are not received by the deadline requested will cost your firm's full receipt of the reference points as outlined.

**9. Legal Proceedings**

There are no points for this information.

- A. Arbitrations: any arbitration demands filed by or against your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.
- B. Lawsuits: List all lawsuits filed by or against, your firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.
- C. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five (5) years concerning any labor practices by your firm. Identify the nature of any proceeding and its ultimate resolution. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health administration concerning the project safety practices of your company in the last five years. Identify the nature of any proceeding and its ultimate resolution.
- D. Bankruptcies: Has your firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

**10. Revenue Franchise Fee**

The response with the Highest Fee/Revenue Proposal will be given the full potential cost points. Every other response will be given points proportionally in relation to the lowest cost.

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The points will be calculated by dividing the highest fee/revenue proposed by the Fee/Revenue of proposal being evaluated. The result will be multiplied by the maximum fee/revenue points to arrive at the score.

Example: Highest Fee/Revenue Proposed gets Total Points = 25 points  
Lowest Fee/Revenue submitted is \$100,000 and the Proposer's Proposed Fee/Revenue being evaluated is \$80,000 = So  $\$80,000 / \$100,000 = .80$   
 $.80 * \text{total \# of points for cost criteria which is } 25 = .80 * 25 = 20$  which would be the total # of points this Proposer's Fee/Revenue Proposal would receive.

**11. Local City of Hallandale Beach Vendor Preference (LVP)**

*See Exhibit III for further details.*

**12. Community Benefit Plan**

*BONUS POINTS, See Exhibit III for further details.*

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## **PROPOSAL EVALUATIONS:**

**Criteria.** Proposal packages will be evaluated as stated below.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to the City.

NUMBER	criteria listed	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criteria has no points. If your firm does not provide all the required MQRs information, your firm’s proposal will not be reviewed/evaluated and your firm’s submission will be disqualified.	Ensure your firm provides all the MQRs within your firm’s submittal
2.	Background and Experience	30
3.	Proposed Solution	20
4.	Revenue Franchisee Fee	25
5.	Past Performance (References)	15
6.	Local Vendor Preference*	10
	TOTAL POINTS **	100
BONUS	Community Benefit Plan	(0-15)

\*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10. (See Exhibit III)

\*\*Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference. (See Exhibit III)

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms the Evaluation Committee determines be invited to this process. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

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**SUBMITTAL DUE DATE:**

**RESPONSES ARE DUE: \_\_\_\_\_, 2016 NO LATER THAN 11:00AM.**

**RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:**

CITY OF HALLANDALE BEACH  
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES  
**PLACE THE NAME OF YOUR FIRM HERE**  
400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR  
HALLANDALE BEACH, FL 33009  
TITLED: RFP # FY 2015-2016-000  
FRANCHISE TOWING FEE

**NON-MANDATORY PRE-PROPOSAL CONFERENCE:**

The Pre-Proposal Conference is held to explain in detail Exhibits I-III, which make up the RFP for this project. It is strongly encouraged that firms interested in proposing to this RFP attend the Pre-Proposal Conference. The Conference will explain the scope of work, the City's Local Vendor Preference and Community Benefit Plan. The Pre-Proposal Conference presents the opportunity for firms to clarify anything within the RFP and to ask questions directly to City Staff. The Procurement Department recommends that firms attend the Pre-Proposal Conference as a tool to be successful in responding to the City's projects.

Non-Mandatory Pre-Proposal Conference is being held \_\_\_\_\_, **2016 at 11:00 am**, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.

**LAST DAY FOR QUESTIONS:**

Any questions are to be submitted via email to [tcamaj@cohb.org](mailto:tcamaj@cohb.org) no later than \_\_\_\_\_, **2016**  
**no later than 11:00 A.M.**

**PROPOSAL PERFORMANCE GUARANTEE**

Proposing firm must submit with their firm's response a \$5,000 proposal performance guarantee in the form of a Bid Bond, Certified Check or Cashier Check payable to the City of Hallandale Beach. This \$5,000.00 Proposal Performance Guarantee will be kept for the term of the contract.

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### **INSURANCE REQUIREMENTS:**

The awarded firm(s) will be required to obtain and maintain the insurance requirements as set forth in the attached agreement, for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

The awarded firm shall furnish the required Certificate(s) of Insurance within the time specified in the Notification provided by the Procurement Department. The requirements for insurance are stated in Exhibit II, Article 5.

### **QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

## REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP DOCUMENT RELEASED	, 2016
NON-MANDATORY PRE-PROPOSAL CONFERENCE	, 2016 11 AM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN , 2016 BY NO LATER THAN 11 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>, 2016</u> <u>BY NO LATER THAN 11 AM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	THROUGH , 2016
ORAL INTERVIEWS – (IF REQUIRED)	THROUGH , 2016
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED