



**REQUEST FOR PROPOSALS**  
**RFP # FY 2022-2023-001**  
**TOWING SERVICES**

<b><u>RFP DOCUMENT RELEASED</u></b>	<b><u>OCTOBER 6, 2022</u></b>
<b><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u></b> The conference will be held in person at the City Hall Commission Chambers. A sign in sheet will be available to firms attending meeting in person.  <u>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided below.</u>	<b><u>OCTOBER 20, 2022 AT 10:00 A.M.</u></b> CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
<b><u>LAST DAY FOR QUESTIONS</u></b> All questions must be sent via email to <a href="mailto:kvohwinkel@cohb.org">kvohwinkel@cohb.org</a> . All questions will be answered via addendum posted to the City's website: <a href="http://www.cohb.org/solicitations">www.cohb.org/solicitations</a> and Demandstar: <a href="http://www.demandstar.com">www.demandstar.com</a>	<b><u>OCTOBER 27, 2022 NO LATER THAN 11:00 A.M.</u></b>
<b><u>DUE DATE FOR PROPOSALS</u></b> <b>No late responses will be accepted.</b>	<b><u>NOVEMBER 21, 2022 NO LATER THAN 11:00 A.M.</u></b>
<b><u>RESPONSES MUST BE SUBMITTED ELECTRONICALLY</u></b>  <b>Respondents shall submit all proposal documents electronically through <a href="http://www.demandstar.com">www.demandstar.com</a>. An instructional guide on how to submit documents is included with this solicitation. The City is only accepting electronic submittals via DemandStar at <a href="http://www.demandstar.com">www.demandstar.com</a></b>	
<b><u>EVALUATION OF PROPOSAL(S)</u></b>	<b>TO BE DETERMINED</b>
<b><u>RECOMMENDATION OF AWARD AND CITY COMMISSION APPROVAL</u></b> Use the link provided to check updates on recommendation for award.	For information please visit: <a href="https://www.cohb.org/16/City-Clerk">https://www.cohb.org/16/City-Clerk</a>



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## SCOPE OF WORK:

### PURPOSE:

Pursuant to Hallandale Beach City Code of Ordinances, Chapter 28-172, Towing Services, 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, 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 and/or Parks & Recreation Department and/or other City Departments as may be designated by the City from time to time. The contract to be awarded is not an exclusive contract.

Pursuant to Florida Statute Section 715.07 any vehicle or vessel towed or removed from the City of Hallandale Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located **within Broward County** and **within ten (10) miles** of the City due to statutory and jurisdictional restrictions.

### Broward County Towing Rates:

See Exhibit A for Broward County Towing Rates that are applicable to this RFP and awarded Contractor.

**Firms to be considered for this Request for Proposals 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.

In the event a Contractor cannot respond promptly to a call for service and is temporarily unable to perform as required by this contract, the City may assign that call or calls to another Contractor until the situation is resolved. In the event a Contractor is suspended, the City may assign the calls to another Contractor, or seek a new Contractor, until the suspension is lifted, at its sole option.

### **MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF PROPOSALS**

The City of Hallandale Beach will be conducting a mandatory site visit of all firm's/proposer's site after receipt of proposals. **Proposer must be ready for the mandatory site-visit within 24-hour notice from the City.**

The City of Hallandale Beach expects that the proposer is available for the mandatory site visit when requested by the City.

No questions will be answered at the firm's site visit during the evaluation.

### **SCOPE OF WORK:**

#### **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 the term and any renewal 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 at least seventy-five (75) vehicles dedicated to the City's needs, 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 or other Departments, as designated by the City from time to time.

- 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 have the name and address in front of the building. Twenty-four (24) hour service for release 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.
- k. TAVIS – Telephone Activation Vehicle Information System. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a Telephone Activation Vehicle Information System (T.A.V.I.S.) report in conformance with F.S. 713.585 and which must be attached to the invoice for services when the administrative charge is assessed.
- l. To ensure the safe transport of individuals towed, the towing company will conduct the following background of all certified tow truck drivers:
  - Annual drug testing at a facility approved by the City.
  - Submit copy of valid Florida driver’s license to the City for an annual driving history review, which, upon confirmation that the driver has received citations for speeding or reckless driving in the previous year, contractor shall provide different driver(s) in connection with the tow agreement.
- m. Contractor shall provide all signs required for the immediate, lawful, removal of any unwanted motorized vehicle(s) or boat(s) from the following CITY properties: BF James Park, Chaves Lake, City Marina, Cultural Community Center, Foster Park, Golden Isles Park, Golden Isles Tennis Center, Historic Hallandale Schoolhouse, Historic Village/Curci House, Ingalls Park, Joseph Scavo Park, North City Beach Park, OB Johnson Park, Peter Bluesten Park, South City Beach Park, Sunrise Park, and Sunset Park. The signs shall remain the property of Contractor.
- n. CONTRACTOR shall comply with all applicable provisions of F.S. 715.07 as it pertains to tows from private property.

- o. 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.
- p. Prior to tow, the Police Officer or designated City Official will determine whether the action is to be considered a Police action, a Code Enforcement action, trespass, or other type of 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 A. 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 without limitation 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 A. The City shall not be responsible for charges imposed.
- q. 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.
- r. 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.
- s. Contractor will repair or change flat tires on in-service CITY vehicles or vessels (utilizing City tires). Contractor shall invoice CITY for such services pursuant to a detailed purchase order at the rate of \$10.00 (ten dollars), which purchase order shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by CITY. "In-service CITY vehicle" shall mean any CITY class "A" vehicle owned or operated by the CITY and is operated by a CITY employee.
- t. 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.

**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

**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

**Class “D” Wrecker:**

- Commercially manufactured, 58,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or booms with 70,000 lbs. total capacity
- Winching capacity of 70,000 lbs. except only 15,000 lbs. for flatbed sideback carrier w/ 200’ 3/4” cable
- Wheel lift retracted rating 45,000 lbs.
- Wheel lift extended rating 15,000 lbs.
- Tow sling safe lift rating 12,000 lbs.
- Safety chains, 2 each, 1/2” alloy
- Cab to axle dimensions 180”
- 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:**

- Any special equipment and tools necessary for the removal of abandoned vehicles in unusual locations.
- Portable cutting device
- Porto-power of 10-ton capacity
- Must maintain a skid steer with winch box to recover vehicles from the beach
- Must maintain a vehicle mover for electric vehicles, also know as an eastract
- All Contractor tow vehicles must maintain trackable GPS and vehicle cameras



**Service Requirements:**

- a. 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.
- b. 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.
- c. 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.
- d. 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 facility location without written permission from the Police Department and/or Code Enforcement Department.
- e. Request for Service: All requests for service shall be made through the City Police Department and/or Code Enforcement Department, Parks & Recreation Departments or other City Department(s) designated by the City from time to time. 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.

- f. 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 or other City Departments as designated by the City from time to time. 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.
- g. 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.
- h. 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.
- i. 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 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. At the storage facility, the Contractor shall maintain Yard Management such as forklifts with wheel lift attachment to move vehicles in the yard.
- j. 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 nevertheless 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/City employee 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 its 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 disclosing whether 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 and other Departments 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. which 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 and a copy of his or her driver's license 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 10th 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.
- 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 shall be towed pursuant to the Police Department's instructions to several locations and stored at no charge to the City until the Police Department either notifies the Contractor to tow the vehicle to a final City location, to the tow company's storage location, or ready the vehicle for release to the owner of the vehicle in accordance with the rate structure (see Exhibit A).

**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 storage or towing charges due and owing from the proceeds of a judicial sale pursuant to said statutes, if any. Contractor must maintain at a minimum 10,000 sqf. Inside storage for investigative holds.
- 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, Exhibit A. Such rates will be the maximum charged to owners of vehicles for services rendered as a result of this RFP.

- 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. 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 A for the towing rates that will be applicable.

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

- i. Class A - includes all two or three-wheeled vehicles commonly used for transport of one or two persons.
- ii. Class B - passenger vehicles, including sedans, compacts, station wagons, sport-utility vehicles, dune buggies, passenger vans and station wagon type trucks for private use, including all two passenger, four-wheeled vehicles.
- iii. 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.
- iv. 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, only for non-City Vehicles, 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.
- 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 specifications. Storage of Facilities and owner notification.
- After hours delivery of stored vehicles in accordance with specifications service Requirements.

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.

- 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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."



**Compensation:**

- a. Proceeding the initial month of service, the Contractor shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge.
- b. The Contractor shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached hereto as Exhibit "A": Broward County Towing Fees for Non-Consent Tows, and made a part hereof by reference, as adjusted by Broward County from time to time.
- c. Pursuant to House Bill 133, codified as § 166.04465, Florida Statute as may be amended from time to time, the contractor shall impose and collect a twenty five percent (25%) Administrative Fee or Charge on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.

**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:
  - i. All documents required to retrieve the vehicle;
  - ii. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
  - iii. Acceptable methods of payment; and
  - iv. Hours and days the storage site is open for regular business
- c. Contractor shall itemize all bills; number all bills in correspondence with the applicable Police Department tow sheet number; and submit duplicate copies of the 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 three of the following forms:
  - i. Cash, money order or valid traveler's check
  - ii. Valid bank credit card or debit card
  - iii. Valid personal check showing the name and address of the vehicle owner or authorized representative

- iv. Clerk certificate of bond

**Performance Standards:**

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 6:00 p.m., Monday through Saturday 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 at all times, and agrees to respond to Contractor's compound within one (1) hour 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. and cure or demonstrate concrete steps to cure the deficiencies within ten (10) business days of receipt of performance review(s).

**FLORIDA STATUTE TOWING / STORAGE GUIDELINES**

Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage.

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

### **MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

1. This RFP contains Minimum Qualification Requirements (MQRs) which the Firm **must** meet in order for the Firm to be considered responsive.
2. **Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
4. Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Proposal will not be evaluated.
5. Firm awarded the Contract will be required to maintain Minimum Qualification Requirement # 1, # 2 and # 3 during the term of the Contract and any Contract extensions.

#### **MINIMUM QUALIFICATION REQUIREMENT (MQR) # 1: BASE LOCATION:**

Firms to be considered for this Request for Proposals 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 (MQR) # 2: YEARS IN BUSINESS- SUNBIZ:**

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2019** or earlier.

#### **MINIMUM QUALIFICATION REQUIREMENT (MQR) # 3: LICENSES:**

Proposing firm must provide copies of a general towing and wrecker service license. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.



**MINIMUM QUALIFICATION REQUIREMENT (MQR) # 4: FIRM PREVIOUS EXPERIENCE:**

- a. Please note that the information for the projects/contracts below must be the same as the projects/contracts provided within the Reference Form.
- b. Proposing Firm and/or named parties to the project for the response to this RFP must have **performed two (2) different projects with other municipalities/government agencies** of similar size and scope as being requested in this RFP **since 2016**.
- c. Proposers **must** provide the information for MQR # 4 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract 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:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project.	

Name and Location of Contract # 2:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract 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:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project.	

CONFIDENTIAL



**MINIMUM QUALIFICATION REQUIREMENT (MQR) # 5: ADMINISTRATIVE FEE ACKNOWLEDGEMENT FORM:**

- a. Proposing firm must provide a signed copy of the Administrative Fee Acknowledgement Form below:

**ADMINISTRATIVE FEE ACKNOWLEDGEMENT FORM**

Pursuant to House Bill 133, codified as § 166.04465, Florida Statute, as may be amended from time to time, the contractor shall impose and collect a **twenty five percent (25%) Administrative Fee or Charge** to the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the City.

Sec. 166.04465, Rules and ordinances relating to towing services, authorizes a county or municipality to impose an administrative fee on the registered owner or lienholder of a vehicle or vessel removed and impounded by an authorized wrecker operator or towing business, as long as the fee does not exceed 25 percent of the local jurisdiction's maximum towing rate.

An authorized wrecker operator or towing operator may impose the fee on behalf of the county or municipality, but such fee must only be remitted to the county or municipality after it has been collected.

Payments will be made to the City 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.

I, \_\_\_\_\_,  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz and/or legal documentation

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

\_\_\_\_\_  
Date

## **BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000 off-season with an increase in population to approximately 50,000 during season. The City's fiscal year begins October 1 and ends September 30.

The City provides the following services to its residents:

- Police, Fire and Rescue
- Construction and maintenance of streets, bridges, sidewalks, storm drainage, parks, community and recreational facilities
- City planning, zoning, subdivision and building code regulation and enforcement
- Supervised recreation programs
- Redevelopment of commercial and residential neighborhoods
- Water, Sewer, Sanitation, and municipal cemetery services.

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five (5) elected officials: a Mayor, a Vice-Mayor and three (3) Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

## **INSURANCE REQUIREMENTS**

The awarded firm(s) will be required to obtain and maintain the insurance requirements as set forth below in the City's Form Agreement. Insurance requirements must be held 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 requirements for insurance are stated below, City's Agreement, Article 8.

## **CONTRACT TERMS**

The term of the Agreement shall be for a period of five (5) years.

Contract may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.

The Consultant 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 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.

## DEFINITIONS

**"Addenda or Addendum"** means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of Bids or proposals

**"Award"** means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

**"City"** the City of Hallandale Beach (COHB) 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.

**"City's Project Manager"** means the City's representative duly authorized by the City Manager to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

**"Conflict of Interest Resolution Proven"** means that the Consultant will disclose to the City's Contract Administrator that the COHB interests are those of a second or more than two clients are in conflict and will clearly state how the conflict will be resolved.

**"Consultant"** the individual(s) or Firm(s) to whom the award is made and who executes the Contract Documents.

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



**“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 Contractor 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/Response”** means the proposal/response/Bid or submission, Submitted by a Proposer.

**“Proposer”** means one who submits a Proposal in response to a solicitation. Interchangeable with “Operator” and “Firm”.

**“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).

## 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 on the Conflict of Interest Notification Requirement Questionnaire provided in the [Form’s Section](#). 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.

<http://fiche.hallandalebeach.org/WebLink/0/doc/5274/Page1.aspx>

## PERFORMANCE BOND

A Performance Bond in an amount of \$10,000 must be submitted by the Awarded Contractor within five (5) days after receipt of execution of this Agreement. An original Performance Bond must be provided in an amount of \$10,000 issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). The security shall be in a form acceptable to the City’s Risk Manager and shall be for the term of this agreement.

## INSTRUCTIONS FOR SUBMITTAL OF RESPONSES TO THE RFP:

Follow this link for support with DemandStar: <https://network.demandstar.com/supplier-support/>

A. Bidders shall submit all bid documents electronically through [www.demandstar.com](http://www.demandstar.com). An instructional guide on how to submit documents is included with this solicitation.

B. The City will maintain documentation on the City's website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> for general public information and posting requirements.

**LATE PROPOSALS AFTER 11:00 AM WILL NOT BE ACCEPTED**

## EVALUATION PROCESS AND CRITERIA:

### Evaluation Process

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. The substance of the proposals will carry more weight than their form or manner of presentation.

The Evaluation Committee will utilize the criteria below to rate the Firm's proposal. Upon review of the proposals by the evaluation committee, oral presentations may be required.

### Criteria

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee.



NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion 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.	Firm’s Qualifications and Experience	20
3.	Size, Condition and Location of the Fleet	20
4.	Approach to the Project	20
5.	Past Performance – References	20
6.	Mandatory Site Visit to Firm’s Site	10
7.	Local Vendor Preference	2.5-10
	TOTAL POINTS	100

**ELECTRONIC PROPOSAL FORMAT:**

The City is only accepting electronic submittals via DemandStar at [www.demandstar.com](http://www.demandstar.com). Respondents shall submit all proposal documents electronically through [www.demandstar.com](http://www.demandstar.com). An instructional guide on how to submit documents are included with this solicitation.

Your Firm’s response must provide all information requested below items # 1 through # 11.

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.

Upon review of the proposals by the evaluation committee, oral presentations may be required.

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.

While additional data may be presented, the information requested in items # 1 through # 11, must be included.

**1. Title Page**

- a. Provide the RFP # and title, the Proposer's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

**2. Table of Content**

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

**3. Transmittal Letter**

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the 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.
- b. The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: [www.sunbiz.org](http://www.sunbiz.org). Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter in order to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.
- c. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- d. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

**4. Minimum Qualification Requirements (MQRs)**

- a. All Proposers responding to this RFP must submit with Proposer's response all of the Minimum Qualification Requirements (MQRs) requested in MQRs section. Please read the MQRs to ensure your Proposer meets these requirements prior to submitting to this RFP.
- b. **Proposers(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**

- c. The Proposer awarded the contract will be required to maintain the Minimum Qualification Requirements # 1, # 2 and # 3 during the term of the contract and any contract renewals.

**5. Required Forms:**

- a. Please make sure all of the forms below are included in your proposal.

Form A: [Proposal Submitted by Form](#)

Form B: [Variance Form](#)

Form C: [Legal Proceedings Form](#)

Form D: [Public Entity Crime Form](#)

Form E: [Domestic Partnership Certification form](#)

Form F: [Conflict of Interest Notification Requirement Questionnaire](#)

Form G: [Drug Free Workplace Form](#)

Form H: [Anti-Kickback Affidavit](#)

Form I: [Confidentiality Form](#)

Form J: [Scrutinized Form](#)

Form K: [Request to withdraw Proposal Form](#)

Form L: [Byrd Anti-Lobbying Amendment Certification](#)

Form M: [Non-Collusion Affidavit](#)

Form N: [Americans with Disabilities Act Affidavit](#)

Form O: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)

Form P: [Acknowledgement of Addenda](#)

Form Q: [Reference Form](#)

**6. Firm's Qualifications and Experience**

- a. Indicate the Firm's number of years of experience in providing the required services. The proposal must demonstrate the qualifications and experience of the Firm.
- b. Provide the name of the person who will be assigned to the City as the principal point of contact and having authorization to make representations and agreements on behalf of the Firm.

- c. Provide a list of government clients your Firm had contract(s) with within the last six (6) years as a towing operator. Please provide the dollar amount of each contract and a brief description of the services. The proposing firm must have, throughout the past three (3) consecutive years 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.
- d. Specify the Firm's particular area of expertise and how those strengths will benefit the City.
- e. Provide storage facility location(s).
- f. Please provide your general towing wrecker service license issued by Broward County as well as driver training and accreditation.
- g. To ensure the safe transport of individuals towed, the towing company will conduct the following background of all certified tow truck drivers:
  - i. Annual drug testing at a facility approved by the City.
  - ii. Submit copy of valid Florida driver's license to the City for an annual driving history review.

**7. Size, Condition and Location of the Fleet**

- a. Please provide a complete listing of equipment and vehicles that will be utilized by Contractor during the provision of services as described in this solicitation; please indicate the type, year, manufacturer, and capability for each vehicle identified in the RFP response. Additionally, Contractor must specify the status of ownership for each vehicle identified. Please specify whether the vehicle is owned or leased by Contractor, or whether a certain vehicle would need to be obtained by Contractor pursuant to a subcontract or rental agreement.
- b. Discuss the ability to have adequate back-up staff available should normal or day to day staffing personnel do not meet the level of expectation to perform assigned duties due to illness or other absences.

**8. Approach to the Project**

- a. Contractor must currently own or lease the tow/storage lot (i.e. the proposed Compound) to which vehicles will be towed pursuant to this solicitation. In order to submit a proposal, the Contractor must have a valid lease for the length of the initial contract period or own the property where the business and/or storage lot is located. A lease contingent on the award of this contract does not qualify as a valid lease agreement. Contractor must submit as part of their bid response a copy

of the ownership or lease documents for the proposed tow/ storage lot. Inspection of each tow/ storage lot SHALL be performed by the City of Hallandale Beach Evaluation Committee prior to the contract award. The site visits shall be scheduled after the RFPs have been received.

- b. Firm must demonstrate in their Proposal the approach to the Project for the work required, including, but not limited to:
  - i. Staffing
  - ii. Facilities
  - iii. Fleet
  - iv. Meet or exceed Broward County's towing standards
  - v. Vehicle Replacement Plan
  - vi. Security plans
- c. What steps will your organization take to ensure that the transition and implementation for the Services runs smoothly?

#### **9. Past Performance – References**

- a. Please note: The references provided must be the same as the projects/contracts provided for response to MQR # 4.
- b. References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.
- c. Proposing Firm must send two (2) references and obtain back a completed and signed Reference Form for each of proposing Firm's required two (2) references.
- d. Proposing Firm must include the required completed and signed Reference Forms within proposing Firm's proposal.

#### **10. Mandatory Site Visit to Proposer's Site**

- a. The City of Hallandale Beach will be conducting a mandatory site visit of proposer's site. The City of Hallandale Beach is expecting that proposer be available for a mandatory site visit. Proposer must be ready for the mandatory site-visit within 24-hour notice from the City.
- b. The Evaluation Committee will rate this criterion according to the following:
  - 1. Whether the facility provides inside or outside storage.
  - 2. Maximum amount of cars that can be stored inside and/or outside.

3. Security measures taken at each location to ensure proper protection of all motor vehicles (ex. Alarm system, gate, wall with barbed wire).
4. Documents evidencing ownership or lease of the property.
5. Contractor must submit detailed pictures of the facility/facilities, including but not limited to pictures of storage yard, towing vehicles, office spaces, etc.

#### **11. Local Vendor Preference**

- a. All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

### **ORAL PRESENTATIONS:**

The Evaluation Committee may select proposers to conduct oral presentations.

Oral presentations 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 and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information and clarification from Proposers. Sufficient time will be provided to submit this information.

After Oral Presentations, proposals will be evaluated and ranked by the Evaluation Committee to obtain the results for recommendation to award the Contract.

**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).**



**SUBMITTAL DUE DATE:**

**RESPONSES ARE DUE: NOVEMBER 21, 2022 NO LATER THAN 11:00 AM.**

Respondents shall submit all proposal documents electronically through [www.demandstar.com](http://www.demandstar.com). An instructional guide on how to submit documents are included with this solicitation. The City is only accepting electronic submittals via DemandStar at [www.demandstar.com](http://www.demandstar.com).

**LATE PROPOSALS WILL NOT BE ACCEPTED**

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

Non-Mandatory Pre-Proposal Conference is being held **OCTOBER 20, 2022 AT 10:00 AM.**

The conference will be held at the City Hall Commission Chambers (in person).

It is strongly encouraged that Firms interested in proposing to this RFP attend the Pre-Proposal Conference as a tool to be successful in responding to the City's project. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP. Questions will not be answered during this meeting. Proposers must submit all questions via email as stated below.

All documents for this RFP are found on the City's website at [www.cohb.org/solicitations](http://www.cohb.org/solicitations)

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

## LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to the Senior Procurement Specialist, at [kvohwinkel@cohb.org](mailto:kvohwinkel@cohb.org) no later than **OCTOBER 27, 2022** by 11:00 a.m.

Answers to questions received before the deadline will be released via addendum. Changes, if any, to the scope of the services or RFP procedures will be transmitted only via written addendum and available on the City's website at [www.cohb.org/solicitations](http://www.cohb.org/solicitations). The Procurement Department may be contacted at (954) 457-1333. All contact shall be for clarification purposes only.

**PROPOSERS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE PROPOSING FIRM HAS A COMPLETE RFP PACKAGE, INCLUDING ANY ADDENDA.**

## FORMS

Proposer must complete and include all the following forms within the proposal submission.

Form A: [Proposal Submitted by Form](#)

Form B: [Variance Form](#)

Form C: [Legal Proceedings Form](#)

Form D: [Public Entity Crime Form](#)

Form E: [Domestic Partnership Certification form](#)

Form F: [Conflict of Interest Notification Requirement Questionnaire](#)

Form G: [Drug Free Workplace Form](#)

Form H: [Anti-Kickback Affidavit](#)

Form I: [Confidentiality Form](#)

Form J: [Scrutinized Form](#)

Form K: [Request to withdraw Proposal Form](#)

Form L: [Byrd Anti-Lobbying Amendment Certification](#)

Form M: [Non-Collusion Affidavit](#)

Form N: [Americans with Disabilities Act Affidavit](#)

Form O: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)

Form P: [Acknowledgement of Addenda](#)

Form Q: [Reference Form](#)



**FORM A: PROPOSAL SUBMITTED BY**

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	FAX NUMBER:
DATE OF RFP:	
E-MAIL ADDRESS:	
FEDERAL ID NUMBER:	
NAME & TITLE PRINTED:	
SIGNED BY:	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

**FORM B: VARIANCE FORM**

The Proposer must provide and state any and all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

**Variances requested to either the RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.**

**If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.**

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**FORM D: PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

“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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

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

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2022

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**FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**This form must be completed and submitted with Firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
  - The Firm's price for the contract term awarded is \$50,000 or less.
  - The Firm employs less than five (5) employees.
  - The Firm does not provide benefits to employees' spouses nor spouse's dependents.
  - The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - The Firm is a government entity.
  - The contract is for the sale or lease of property.
  - The covered contract is necessary to respond to an emergency.



- The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

\_\_\_\_\_  
Signature of Notary Commission expires

\_\_\_\_\_  
Print Name of Notary Public





**FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. 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 Board of Directors prior to entering into a contract with the City.

---

1. Name of Firm submitting a response to this RFP.

---

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

---

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.

---

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

---

---

Signature of person/Firm

---

Date



**FORM G: DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified 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 or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through I implementation of this section.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM'S SIGNATURE



**FORM H: ANTI-KICKBACK AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: \_\_\_\_\_  
Signature of Authorized Officer per Sunbiz

\_\_\_\_\_  
Print Name of Authorized Officer per Sunbiz

\_\_\_\_\_  
Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

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



**FORM J: SCRUTINIZED COMPANIES**

The undersigned vendor in accordance with Florida Statute § 287.135

Hereby certify that \_\_\_\_\_ does not:  
(Name of Business)

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.

**Affirm**

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**FORM K: REQUEST TO WITHDRAW PROPOSAL FORM**

Requests to withdraw proposal will be considered if received by the City, via email to [kvohwinkel@cohb.org](mailto:kvohwinkel@cohb.org) before deadline for receipt of proposals.

This form must be provided back via email to [kvohwinkel@cohb.org](mailto:kvohwinkel@cohb.org) before deadline for receipt of proposals

I, \_\_\_\_\_,  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal for **RFP # FY 2022-2023-001 TOWING SERVICES**

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

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

Time: \_\_\_\_\_

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**FORM L: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
COMPANY NAME:

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE



**FORM M: NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Melbourne, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By: \_\_\_\_\_  
Signature of Authorized Officer per Sunbiz

\_\_\_\_\_ Title of Authorized Officer per Sunbiz  
Print Name of Authorized Officer per Sunbiz

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

NOTARY PUBLIC  
\_\_\_\_\_  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_





**FORM N: AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

By: \_\_\_\_\_  
Signature of Authorized Officer per Sunbiz

\_\_\_\_\_  
Print Name of Authorized Officer per Sunbiz

\_\_\_\_\_  
Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

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



**FORM O: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Contractor Covered Transactions

- a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

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



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Commission expires

\_\_\_\_\_  
Print Name of Notary Public

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**FORM P: ACKNOWLEDGEMENT OF ADDENDA**

Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Department at 954-457-1331 or visit the City of Hallandale Beach website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> to confirm the number of addenda (if any) that have been issued.

**PART I:** Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

Addendum #

**PART II:**

No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_



**FORM Q: REFERENCE FORM**

**Please note that the two (2) references provided below must be the same as the projects/contracts provided for response to MQR # 4. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

RFP # FY 2022-2023-001 TOWING SERVICES			
PROPOSING FIRM'S NAME(S):			
PROJECT NAME:			
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:			
Name of reference:		Phone:	
Title of reference:		E-mail Address:	
Company/Employer:			

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detail information about the level of commitment of the Contractor to your Project. Did the Contractor devote the time, and personnel necessary to successfully complete the entities needs?

--

2. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

3. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why.

4. Provide detail information about the Firm's success at minimizing any issues.

5. Provide detail what type of service the Firm provided? How satisfied are you with the result?

6. Would you consider this Firm for this type of work in the future?

**ADDITIONAL COMMENTS:**

<b>PERSON PROVIDING REFERENCE (PRINT NAME):</b>	
<b>PRINT TITLE:</b>	

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## AGREEMENT

The agreement that follows is a form agreement and specific terms and conditions may be amended and or negotiated to more accurately reflect the solicitation, accepted response and expectations of the parties prior to execution. The City reserves the right to negotiate terms more favorable to the City and to rescind award if a final agreement is not reached by the parties.

**Firm must provide and state any and all Variances to this RFP, Specifications, the Terms and Conditions and City Form Agreement on this Variance Form.**

**After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by Firm are acceptable to the City, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz.**

**Variances requested to either the RFP, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.**

The routing of the agreement for execution will be processed by the Project Manager.

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**THIS AGREEMENT (“Agreement”)**, is dated this \_\_\_ day of \_\_\_\_\_, 2022 and is entered into by and between:

**THE CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida, with a business address of **400 S, Federal Hwy, Hallandale Beach, Florida 33009** (hereinafter referred to as the "CITY")

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor\_Corporate\_Address\_Line\_1», «Vendor\_Corporate\_Address\_Line\_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

#### WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

#### **ARTICLE 1** **PREAMBLE**

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The City Commission of the City of Hallandale Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors.

1.3 The establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the CITY is in the public interest.

1.4 Utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

1.5 Utilization of a single towing vendor for towing from public rights of way and from



City property is in the public interest as it facilitates efficiency and streamlines the use of public resources.

1.6 On «**Solicitation\_Advertisement\_Date**», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Citywide Towing Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number» “Citywide Towing Services”**

1.7 On «**Commission\_Award\_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.8 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

**2.1 GENERAL**

2.1.1 CONTRACTOR, for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the CITY, as directed by authorized representatives of the CITY's Police Department, Code Enforcement, Parks, Recreation and Open Spaces Department and/or other City Departments as may be designated by the City from time to time.

2.1.2 CONTRACTOR understands that nothing in this Agreement will prevent the owner or other legally authorized person responsible for the vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the CONTRACTOR.

2.1.4 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

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



2.1.6 CONTRACTOR agrees to permit members of the CITY's Police and Public Service Departments or other authorized CITY personnel to inspect its compound(s), equipment, stored vehicles or vessels, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the CITY, such inspection is deemed reasonably necessary.

2.1.7 CONTRACTOR acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to CONTRACTOR any exclusive rights or privileges arising from the services herein described to the exclusion of any other third party.

## 2.2 SERVICES TO BE PROVIDED BY CONTRACTOR

2.2.1 CONTRACTOR shall tow, at no charge to and at the request of the CITY, all CITY owned and leased vehicles or vessels to either the CITY Police Department Headquarters located at 400 S. Federal Hwy., Hallandale Beach, FL 33009 ("Police Department Headquarters"), 630 NW 2<sup>nd</sup> St., or a repair shop designated by the CITY.

2.2.1.1 CONTRACTOR will repair or change flat tires on in-service CITY vehicles or vessels (utilizing City tires) for a fee of \$10.00 (ten dollars). CONTRACTOR shall invoice CITY for such services pursuant to a detailed purchase order, which shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by CITY. "In-service CITY vehicle" shall mean any CITY class "A" vehicle owned or operated by the CITY and is operated by a CITY employee.

2.2.1.2 CONTRACTOR shall only be required to tow, at no additional cost, from those locations in Broward, Palm Beach or Dade County to which CITY vehicles or vessels may travel. CONTRACTOR shall respond with to calls within the CITY limits within 30 minutes and respond to calls outside of CITY limits within 2 hours.

2.2.2 CONTRACTOR shall tow any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the CITY's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

2.2.3 CONTRACTOR shall tow, at no charge to the CITY, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a CITY right-of-way, at a CITY facility, or on CITY property, in violation of the CITY's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of CITY's Police Department, Code Enforcement Department, Parks, Recreation and Open Spaces Department and/or other City department as may be designated by the City from time to time.

2.2.4 CONTRACTOR shall provide all signs in accordance with §715.07, Florida Statutes, required for the immediate, lawful removal of any unwanted motorized vehicle(s) or boat(s) from the following CITY properties: BF James Park, City Marina, Cultural Community Center, Foster Park, Golden Isles Park, Golden Isles Tennis Center, Historic Hallandale Schoolhouse, Historic Village/Curci House, Ingalls Park, Joseph Scavo Park, North City Beach Park, OB Johnson Park, Peter Bluesten Park, South City Beach Park, Chaves Lake, Sunrise Park, and Sunset Park. The signs shall remain the property of Contractor.

2.2.5 CONTRACTOR shall comply with all requirements of §715.07, Florida Statutes for towing vehicles and vessels from private property and comply with all City policies and procedures provided to CONTRACTOR in writing if said policies and procedures are designed for the purpose of ensuring compliance with §715.07, Florida Statutes.

### 2.3 RECORDS

2.3.1 CONTRACTOR shall have prepared billheads, setting forth the names and addresses of the places of business of the CONTRACTOR. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the CONTRACTOR will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). CONTRACTOR shall retain a duplicate copy of such bill and shall produce same upon demand of the CITY's Police Department.

2.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, the CONTRACTOR, his agent, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

- a. Name & address of the person engaging the CONTRACTOR.
- b. License number of the vehicle(s).
- c. Motor and VIN number.
- d. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- e. Make, year, model, color of vehicle(s) towed and/or stored.
- f. Date of the request/tow.

2.3.3 CONTRACTOR shall keep a hard covered logbook or electronic record detailing the number and type of calls handled by CONTRACTOR pursuant to this Agreement. The log shall include information such as:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. CITY department, designee, or Police Officer requesting the tow.
- c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
- d. The date the vehicle(s) was towed and released to the owner or other person



- e. legally responsible for the vehicle.
- f. The name of CONTRACTOR's designee responsible for the tow.
- g. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
- h. All notifications to owner or attempts to locate the owner or other legally authorized person.
- i. Full inventory list of contents if applicable.

2.3.4 CONTRACTOR shall provide to the CITY's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the CONTRACTOR's lots for a period in excess of thirty (30) days, with a searchable excel breakdown that includes columns identifying the City department that requested each tow service.

2.3.5 CONTRACTOR shall also be responsible for keeping a logbook or electronic record detailing any notice sent to a vehicle owner or other person legally responsible for such vehicle, such record shall include information such as: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the CITY.

### **ARTICLE 3** **MINIMUM STANDARDS**

#### **3.1 THE COMPOUND**

3.1.1 CONTRACTOR shall maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the CITY pursuant to, and during the period of this Agreement (herein "Compound").

3.1.1.1 In compliance with §713.78, Florida Statutes, as may be amended from time to time, CONTRACTOR's Compound shall:

- a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
- b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
- c. one (1) or more of the following security methods must be utilized at Compound to discourage theft at the Compound:
  - i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;

- ii. a security dog remains at the storage facility from sunset to sunrise;
- iii. security cameras or other similar surveillance devices monitor the storage facility; or
- iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

3.1.2 The Compound to be maintained by the CONTRACTOR shall be located within Broward County and a distance of not further than ten (10) miles from the location of tow.

3.1.3 CONTRACTOR shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the CITY's Police Department or its representatives. In addition, the CONTRACTOR agrees to make available adequate personnel to staff the Compound from 8:00 a.m. to 6:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. CONTRACTOR further agrees to provide on-call personnel to release vehicles or vessels at all times within one (1) hour of being called by owner.

3.1.4 CONTRACTOR shall furnish inside storage at the Compound for all vehicles or vessels which are of a body type, or in a physical condition, which is such that inclement weather could result in damage thereto.

3.1.5 The Compound utilized by CONTRACTOR shall include an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles or vessels which may be evidence in a criminal cause. CONTRACTOR will secure such vehicles as indicated by the CITY in the aforementioned secured area.

3.1.6 CONTRACTOR shall not change the Compound location without first gaining written permission from the CITY's Police Department.

## 3.2 EQUIPMENT

3.2.1 CONTRACTOR agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the CITY's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the CITY.

3.2.1.1 If the CONTRACTOR utilizes a wrecker from another company, CONTRACTOR shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the CITY from all suits, judgments, executions and liabilities.

3.2.1.2 CONTRACTOR shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This

communication system shall be between the CONTRACTOR's base station and all tow and service trucks utilized in providing the CITY with towing service. The two-way radios will not be tuned to any police frequencies.

3.2.2 Tow trucks or wreckers used by the CONTRACTOR to tow vehicles or vessels from the streets and property within the CITY, as herein provided, shall adhere to the following guidelines:

- 3.2.2.1 The name, address, and telephone number of the establishment shall be lettered in a professional manner and affixed to both sides of the CONTRACTOR's wrecker.
- 3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color, and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.
- 3.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.
- 3.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.
- 3.2.2.5 The following additional equipment shall be found in or on all of the CONTRACTOR's towing or wrecker vehicles:
  - a. Dollies.
  - b. At least one (1) heavy duty push broom and shovel.
  - c. Flood lights on hoist.
  - d. One (1) axe.
  - e. One (1) crowbar or pry-bar.
  - f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
  - g. One (1) pair of bolt cutters.
  - h. One (1) set of jumper cables.
  - i. One (1) four-way lug wrench.
  - j. One (1) flashlight.
  - k. One (1) set of red reflectors.
  - l. One (1) set of three portable reflectors.
  - m. Five (5) thirty (30) minute fuses.
  - n. Two (2) red flags at least 1' X 1'.
  - o. Tire plug kits.
  - p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

3.2.3.1 **Class A** wreckers, designed for cars and light trucks, shall have the following equipment.

- a. Tow truck shall have a minimum manufacturer capacity of ten thousand (10,000) pounds GVW.
- b. Boom capacity of not less than four (4) tons.
- c. Power winch, with a pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred feet (100') of 3/8 inch cable or larger.
- e. Cradle to tow plate, or tow sling to pick up vehicles or vessels. Cradle to tow plate shall be equipped with safety chains and so constructed that no damage will occur when picking up the vehicle.
- f. Dual wheels.

3.2.3.2 **Class B** wreckers, designed for one and two ton trucks, shall have the following equipment:

- a. Tow truck shall have a minimum manufacturer capacity of fifteen thousand (15,000) pounds GVW.
- b. Boom capacity of not less than six (6) tons, independently or jointly.
- c. Power winch pulling capacity of not less than four (4) tons.
- d. Minimum of one hundred fifty feet (150') of 3/8 inch cable or larger.
- e. Tow sling and dual wheels.
- f. Double booms constructed so as to permit splitting. Each boom to operate independently or jointly. Single boom hydraulic elevated and extendable with three hundred-sixty (360) swivel at end of the boom.
- g. Two (2) snatch blocks, eight (8) ton rating.

3.2.3.3 **Class C** wreckers, designed for semi-trucks, house trailers, buses, etc., shall have the following equipment:

- a. Tow truck shall have a minimum capacity of not less than twenty-five thousand (25,000) pounds GVW.
- b. Boom capacity of not less than twelve and one-half (12 1/2) tons independently to twenty-five (25) tons jointly.
- c. Power winch pulling capacity of not less than twenty-five (25) tons.
- d. Double booms constructed so as to permit separating, each boom to operate independently or jointly or single boom hydraulic with rating of twenty-five (25) tons.





- e. Minimum of two hundred feet (200') of at least 9/16 inch cable.
- f. Airbrakes constructed so as to lock all wheels automatically upon failure of same.
- g. Cradle tow plate or tow sling to pick up vehicles or vessels. Cradle tow plate to be equipped with safety chain.
- h. Dual wheels.

#### **ARTICLE 4**

### **TOWING AND IMPOUNDING PROCEDURES**

4.1 CONTRACTOR agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles or vessels as requested by a CITY Police Officer or other representative of the CITY.

4.2 On all vehicles or vessels to be towed which are marked for confiscation, CONTRACTOR shall prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

4.3 CITY reserves the right to cancel a request for services of CONTRACTOR at any time, up to and including the time of hook-up. CONTRACTOR agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

4.4 As required by §713.78, Florida Statutes, as may be amended from time to time, where the CITY has requested a motor vehicle to be removed from an accident scene, street, or highway, the CITY will conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by CONTRACTOR. However, if the owner or driver of the vehicle is present and accompanies the vehicle, no inventory shall be required.

#### **4.5 IMPOUNDED VEHICLES**

4.5.1 If at the time of the impounding the name of the registered owner or other legally authorized person responsible for the vehicle is not available, CITY's Police Department will supply this information to the CONTRACTOR as soon as possible. The CITY Police Department shall be responsible for preparing a vehicle storage receipt and the personal property inventory list, as may be applicable.

4.5.2 Notwithstanding the foregoing, the CONTRACTOR shall be responsible for the following:

4.5.2.1 Notifying the CITY Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if

CONTRACTOR has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within forty-eight (48) hours of impoundment if such person's identity has been supplied during that time or within forty-eight (48) hours after receipt of the aforementioned information from the CITY's Police Department.

4.5.3 Both Parties shall maintain a hard copy logbook or electronic record at its place of business, detailing notices sent by either Party pursuant to this Agreement, which shall include the following information: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the CITY.

4.5.4 If any vehicle is not claimed by the owner or other legally authorized person responsible for the vehicle within seven (7) days, the CONTRACTOR shall immediately thereafter file a written report with the CITY's Police Department.

#### **4.6 RELEASING VEHICLES**

4.6.1 In the event that the CONTRACTOR has vessel(s) or vehicle(s) in its possession as a result of CONTRACTOR's performance of this Agreement, and is ordered to turn such property over to the County Court, the Sheriff of Broward County, or the CITY's Police Department pursuant to Chapter 323, 705, 715, or 932, Florida Statutes, as may be amended from time to time, the CONTRACTOR may recover the costs associated with towing, storage, and statutory fees in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.6.2 Vehicles or vessels pending proof of ownership, held for investigation, or forfeiture proceedings may be placed on "HOLD" by the CITY. CONTRACTOR agrees to release any vehicle or vessel which has not been marked "HOLD" upon proof of ownership and payment by the owner or other legally responsible individual. CONTRACTOR further agrees that any vehicle towed which is marked "HOLD" may not be released without verbal or written authority from the CITY's Police Department. Should the CITY desire to have the "HOLD" period extend for longer than five (5) days, excluding holidays and weekends, the CITY shall provide CONTRACTOR written notification that the five (5) day "HOLD" period shall be extended.

4.6.2.1 Upon CITY's request, Vehicles held for investigation shall be placed in a secured area that is only accessible to Police Department personnel. The Police Department shall provide the lock used for this secured area.

4.6.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and CONTRACTOR shall provide such person with a copy of the vehicle



storage receipt prepared by CITY. CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

4.6.4 In accordance with §713.78, Florida Statutes, as may be amended from time to time, any reasonable storage fee imposed by CONTRACTOR shall not be charged if the vehicle or vessel is stored for fewer than six (6) hours.

#### **4.7 FORFEITURE VEHICLES**

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Hallandale Beach Police Department policy shall be towed to CONTRACTOR's secured lot at Compound, or upon CITY's request, to the Police Department Headquarters. CONTRACTOR may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day "HOLD" period in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.7.2 If forfeiture proceedings are not instituted, at the expiration of the five (5) day "HOLD" period and upon gaining CITY's approval, CONTRACTOR shall directly notify the owner or other legally authorized person responsible for the vehicle or vessel to pick up the vehicle or vessel from CONTRACTOR's Compound, Monday through Friday from 8:00AM to 5:00PM. The owner of the vehicle shall be responsible for issuing payment to CONTRACTOR for the cost of the original tow, the daily storage fee which accrued during the five (5) day "HOLD" period, plus statutory fees consistent with Florida Statutes and more particularly described below in Article 6 below. The vehicle owner may incur additional storage fees if the vehicle is not retrieved immediately after notice is provided to the owner or other legally authorized individual that the "HOLD" has been released.

### **ARTICLE 5 PERSONAL PROPERTY**

5.1 CONTRACTOR shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle that he is directed to tow with a CITY Police Officer or the owner or other legally authorized person responsible for the vehicle present. A copy of such inventory shall be maintained by CONTRACTOR as a permanent record. One copy of the inventory shall be given to the owner or other legally authorized person responsible for the vehicle, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department.

5.2 CONTRACTOR shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on

a "one time" basis at no extra charge.

5.3 Personal property in the vehicle stored by CONTRACTOR shall not be disposed of to defray any charges for towing or storage of vehicles or vessels without a Court Order.

5.4 CONTRACTOR agrees not to 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 to complete same from the owner or other legally authorized person responsible for the vehicle. CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, for CITY vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

## **ARTICLE 6**

### **COMPENSATION AND METHOD OF PAYMENT**

6.1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

6.2 The Parties acknowledge that if the requirements of §713.78, Florida Statutes, are satisfied, CONTRACTOR shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for CITY's Administrative Charge (as defined in Section 6.2.2 below).

6.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and particularly described in **Exhibit "C"**, attached hereto and made a specific part hereof.

6.2.2 "Administrative Charge" as used herein refers to the financial charge imposed by CONTRACTOR on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement and in accordance with CITY Ordinance No. 1969, as may be amended from time to time. **The CITY's Administrative Charge shall equal twenty-five percent (25%) of the Maximum Towing Rate** for each tow performed by CONTRACTOR for non-CITY vehicles.

6.3 The CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee, and for the CITY's Administrative Charge, as defined in Section 6.2 herein above, in accordance with the Maximum Towing Rates, and Florida Statutes, as may be applicable.

6.4 The CONTRACTOR shall remit the Administrative Charge to CITY monthly, on or before the fourteenth (14<sup>th</sup>) day of each month following collection.

## **ARTICLE 7** **TERM AND TERMINATION**

7.1 CONTRACTOR shall perform the services as identified herein, for an initial **five (5) year** which shall commence on «**Commencement\_Date**» and naturally expire on «**Termination\_Date**».

7.2 **Termination for Convenience**. This Agreement may be terminated by CITY for convenience, upon providing thirty (30) days written notice to CONTRACTOR. In the event the CITY terminates for convenience, CONTRACTOR shall cease performance of the Agreement and remit any Administrative Charge collected by CONTRACTOR prior to termination to CITY. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify CITY against any loss pertaining to such termination. All finished or unfinished documents, records, logbooks, inventory lists, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

7.3 **Post Contractual Obligations**. In the event that the term of this Agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

7.4 **Default by CONTRACTOR**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by CONTRACTOR of written notice of such neglect or failure.

7.5 Upon the completion of this Agreement or termination by either Party, vehicles or vessels marked for confiscation by CITY's Police Department for use by CITY's Police Department in accordance with State Statute, will be towed to Police Department Headquarters.

## **ARTICLE 8** **INDEMNIFICATION AND INSURANCE**

### **8.1 INDEMNIFICATION**

8.1.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub- subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to

attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out or maintain insurance as required under this Agreement, or any negligent act or omission on behalf of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.1.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.1.4 CONTRACTOR may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the services required by this Agreement.

8.1.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## 8.2 GENERAL INSURANCE PROVISIONS

8.2.1 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**8.2.1.1 Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**8.2.1.2 Garage Liability** Contractor agrees to maintain Garage Liability Insurance at a limit of liability of no less than **\$2,000,000**, Each Occurrence, **\$2,000,000** Annual Aggregate.

**8.2.1.3 Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**8.2.1.4 Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**8.2.2 Additional Insured** Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**8.2.3 Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**8.2.4 Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**8.2.5 Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or

Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**8.2.6 Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

8.3 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.4 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.5 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 9** **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.





**ARTICLE 10**  
**INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11**  
**AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Hallandale Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**ARTICLE 13**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 14**  
**SIGNATORY AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby

represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

### **ARTICLE 15** **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

### **ARTICLE 16** **MERGER: AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

### **ARTICLE 17** **DEFAULT OF CONTRACT & REMEDIES**

17.1 **Operations During Dispute.** In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.2 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

17.3 **Correction of Services.** If, in the judgment of CITY, services provided by CONTRACTOR do not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the service to bring the services into conformance without additional cost to CITY, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of service.

17.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

17.4.1. The failure to comply with CITY's requests made pursuant to this Agreement for a period of more than two (2) hours after such request has been submitted from CITY to CONTRACTOR.

17.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY or the CITY's designee relative thereto.

17.4.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

17.4.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Effect of Default.** In case of any default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

**ARTICLE 18**  
**PUBLIC RECORDS**

18.1 The City of Hallandale Beach is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

**ARTICLE 19**  
**SCRUTINIZED COMPANIES**

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

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

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

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

19.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

19.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

## **ARTICLE 20** **ADDITIONAL PROVISIONS**

### **20.1 No Third Party Beneficiaries.**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

### **20.2 Interest.**

**20.2.1** CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**20.2.2** In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

### **20.3 Priority of Provisions.**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect. In the event of conflict between documents, the following order shall govern:

- (1) This Agreement, as amended.
- (2) RFP
- (3) Response to RFP

### **20.4 Signage and Authorizations.**

CONTRACTOR shall provide all signs required for the immediate, lawful, removal of any unwanted motorized vehicle(s) or boat(s) which signs remain the property of CONTRACTOR. CONTRACTOR will require written authorization for all vehicle(s) and boat(s) to be towed. This can be provided in person, with a signature on City tow slip, via fax or email as long as there are explicit details for the said vehicle(s) or boats with an authorized signature. CONTRACTOR will only tow vehicles or boats that are requested by an authorized or appointed representative unless other arrangements are made prior to the tow. CONTRACTOR must be notified with a phone call if the City utilizes the fax/email service for dispatch service. This must be in writing, by fax, mail or email.



CONTRACTOR will meet or exceed the requirements of Sec. 712.78 and 715.07, Fla. Stats. CONTRACTOR shall assume responsibility for any vehicle or boat under its care and control and agrees to comply with all applicable laws pertaining to towing of authorized motor vehicle(s) or boat(s).

## **ARTICLE 21** **EMPLOYMENT ELIGIBILITY**

21.1 **E-Verify** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### 21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Hallandale Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Hallandale Beach; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 22** **MISCELLANEOUS**

22.1 **Ownership of Documents.** Reports, surveys, logbooks, inventory lists, records, and other documentation provided in connection with this Agreement or required herein are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR 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 ten (10) 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 disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this





Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**22.5 No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**22.6 Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY  
Dr. Jeremy Earle, City Manager City of Hallandale Beach  
400 S. Federal Hwy.  
Hallandale Beach, Florida 33009 Telephone No.  
(954) 457-1300

Copy To:  
Jennifer Merino, City Attorney  
400 S. Federal Hwy.  
Hallandale Beach, Florida 33009 Telephone No.  
(954) 457-1325

CONTRACTOR «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Physical\_Contact\_Address\_Line\_1»  
«Vendor\_Physical\_Contact\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»

Facsimile No:        «Vendor\_Fax\_Number»

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and



delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, signing by and through its City Manager duly authorized to execute same.

CITY

ATTEST:  
BEACH

CITY OF HALLANDALE

\_\_\_\_\_  
\_\_\_\_\_  
CITY CLERK  
Manager

By

Jeremy Earle, City

20\_\_\_\_.

\_\_\_\_\_ day of \_\_\_\_\_,

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
Jennifer Merino, City Attorney



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. **[Contractor name]** signing by and through its representative, duly authorized to execute same.

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title Signed Above)

PRINT NAME AND TITLE

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

(Corporate Seal) OR (NOTARIZE BELOW)

**OR (ONLY If not incorporated sign below).**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

Signature of Notary \_\_\_\_\_ Name of Notary Printed, or Stamped \_\_\_\_\_  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS:

### I. SUBMISSION AND RECEIPT OF BIDS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms MUST use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections MUST be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

### II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

#### 1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (BID), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
  - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
  - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
  - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;
  - (4) Emergency procurements;
  - (5) Communications with the City Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
  - (8) Bid waivers;



- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and
  - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and City Commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The City Manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.
- (d) *Procedure.*
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the City Manager or designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
  - (2) Termination; City Commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the City Commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the City Commission for further deliberation. In the event the city commission decides to reject all Bids, then the cone of silence shall be lifted.
  - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the City Manager issues a recommendation for award pending the Bid protest period.
- (e) *Penalties.* Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

**2. SPECIAL ACCOMODATIONS:**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

**3. CONFIDENTIAL MATERIAL:**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, (Name of RFP/BID) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to

be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

**4. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, must provide benefits to employees' spouses and the children of spouses. All Firms must complete and provide with their response the Domestic Partnership Certification Form.

**Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Contracts**

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

**Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - 1. Where only one (1) solicitation response is received.
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

**5. LOBBYIST REGISTRATION:**

Annual registration. Every lobbyist shall file a registration form with the City Clerk's Office. The registration form requires the Lobbyist to state under oath the lobbyist's name, business address, the name and

business address of each party, person, principal, and/or client represented on city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the City, and the general and specific areas of lobbyist interest in any City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty (\$50.00) Dollars.

**6. SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**7. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain Firm for acceptance by City Commission until such time as the City Commission approves award of contract.

**8. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

**9. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this BID made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal Project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://www.cohb.org/solicitations>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

**10. 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 Service. 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 and services 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.

**11. DELIVERY:**

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

**12. DEFAULT PROVISION:**

In case of default by the successful Firm the City may procure the products or services from other sources and hold the Firm responsible for any excess cost occasioned or incurred thereby.

**13. COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

**14. TAXES:**

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasure Department. Exemption Certificates provided on request.

**15. FAILURE TO SUBMIT PROPOSAL:**

If your Firm does not submit a proposal, PLEASE return the form, "UNABLE TO SUBMIT A PROPOSAL", stating thereon and request that your name be retained on the City mailing list, otherwise, your Firm's name will be removed from the City's bid mailing list.

**16. SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

**17. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

**18. RESERVATION FOR REJECTION AND AWARD:**

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.



The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.

The City Manager shall have the authority to recommend to the city commission award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the city manager shall have the authority to recommend to the city commission award of contracts.

**19. OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

**20. INSPECTION OF FACILITIES / SITE VISIT:**

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

**21. PROPOSER'S COSTS:**

The City shall not be liable for any costs incurred by proposers in response to the BID.

**22. UNAUTHORIZED ALIENS:**

The employment of unauthorized aliens by any contractor/Firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:**

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms



of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

**24. PROTEST PROCEDURES:**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

- (1) Time for Protest  
The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.
- (2) Form and Content of Protest  
The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

- (3) Protest Filing Fee  
The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.
- (4) Costs  
All costs accrued from a protest shall be assumed by the protestor.
- (5) Authority to resolve protests  
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) Special Magistrate  
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate

rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**25. QUALIFICATIONS OF PROPOSER:**

Proposals shall be considered only from Firms normally engaged in performing the type of work specified within the BID Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Proposer or Firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

**26. TAX SAVINGS DIRECT PURCHASES (TSDP)**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes.

The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

**27. 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. 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.

**28. SAMPLE FORM CONTRACT:**

The City's Form Contract is attached as part of this solicitation. Submission of a response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

**29. AWARD OF CONTRACT:**

The City exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the City to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid.

**30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:**

The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors

that are paid with City funds. Click to access 2009.002 Expanded Polystyrene (Styrofoam) Administrative Policy.

**31. FALSE CLAIMS ORDINANCE NO. 2018-22:**

The City of Hallandale Beach Code of Ordinances, Chapter 19, Article V, False Claims (Ordinance No. 2018-22) was approved by City Commission on August 15, 2018. The False Claims Ordinance purpose is to deter persons from knowingly causing or assisting in causing the City to pay false claims, and to provide remedies for obtaining damages and civil relief for the City if a false claim is sought or obtained from the City. Click link to access False Claims Ordinance No. 2018-22.

**32. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:**

The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access 2009.004 Sustainable Practice Policy.

**33. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:**

Contractor must comply with all applicable Federal law, regulations, executive order, FEMA policies, procedures and directives. The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

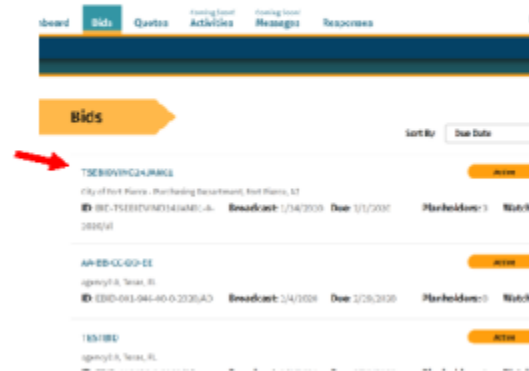
- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).
- Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- Domestic preferences for procurements (2 C.F.R. Part 200.322).
- Procurement of recovered materials (2 C.F.R. Part 200.323).
- Contract cost and price (2 C.F.R. Part 200.324).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.325).
- Bonding requirements (2 C.F.R. Part 200.326).
- Contract provisions (2 C.F.R. Part 200.327 and Appendix II).

## ELECTRONIC BID SUBMITTAL WITH DEMANDSTAR: INSTRUCTIONS

### Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



### Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"



### Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"

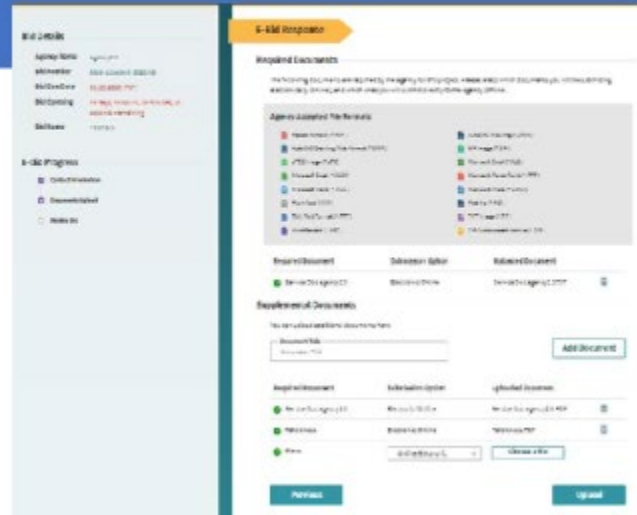
### Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**  
There is a place for you to add "Supplemental", i.e. non-required, documents.

## Step 4 continued

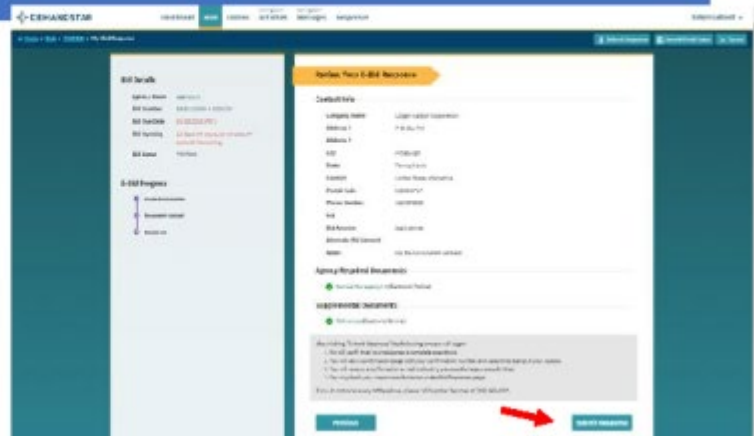
**TIP:**  
There is a place for you to add  
"Supplemental", i.e. non-required,  
documents.



## Step 5

Review Your E-Bid Response,  
and if everything is correct,  
then press "Submit  
Response"

You are done! And the  
government to which you've  
submitted this will  
download your responses  
and documents and see the  
day and time upon which  
you submitted your  
proposal.





## LOCAL VENDOR PREFERENCE:

The City of Hallandale Beach Procurement Code, Section 23-6, Local Vendor Preference (LVP) may be granted by application of the guidelines below.

**Please note that HBLVP is not a requirement of this ITB.**

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

*To grant Local Vendor Preference, the firm being requested as a Local Vendor must provide and perform work within the scope of this RFP. The points for each Tier are specified below. The type of business a firm can perform will be determined through what is stated on the Business Tax Receipt (BTR) which provides the category/type of business a firm is able to perform. In addition, the comments/descriptions on the BTR will be reviewed.*

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

### **Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:**

Proposer must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Attachment A. The submittal must include:

- a. The Tier applicability being required.
- b. The name of the company that meets the Tier applicability.
- c. Copy of the forms required to apply for the specific Tier preference.
- d. The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project. nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

**Tier 1 LVP:**

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services, or construction to be purchased.

**Documentation to provide to receive LVP Tier 1:**

a. Business Tax License (BTL) from Hallandale Beach:

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

b. Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

**Tier 2 LVP:**

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services, or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

**Documentation to provide to receive LVP Tier 2:**

a. Business Tax License (BTL) from Hallandale Beach:

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

**Tier 3 LVP:**

A Tier 3 “local City of Hallandale vendor” shall mean a resident which has a valid homestead from Broward County Property Appraiser’s in the City’s limits at least one (1) year prior to the bid or proposal due date. Additionally, the resident owns a business outside of the City limits. The valid Business Tax Receipt shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the Business Tax Receipt must be submitted with response to the solicitation.

**Documentation to provide to receive LVP Tier 3:**

a. Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser’s in the City’s limits must be provided with the submission. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation.

b. Business Tax Receipt (BTR) for the business from City business is conducting business:

Proof of the Business Tax Receipt from business outside City limits must be submitted with response to the solicitation. A valid Tax Receipt from the City in which the business is located must be provided with the submission. The Business Tax Receipt must have been issued at least one (1) prior to the bid or proposal due date.

**Process to apply the Local Vendor Preference (LVP) to a Bid response.**

The Procurement Department will review the submission of Attachment A by the proposer and review of the proper documentation that has been submitted for the requested LVP tier, as well as all requirements for the LVP. If the complete information/documentation/paperwork has been provided by the proposer, the following process below will apply.

**Evaluation Points**

Conditions:

1. A vendor/business can only qualify for one tier preference level.
2. A vendor/business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Tier 1—3 status.



- 3. A vendor/business that operates through a post office box shall not be eligible to qualify for Tier 1-3.

The points shall be awarded as follows:

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

	<b>Total project work to be performed</b>	<b>Total Points awarded</b>
Tier 1 Local Vendor	100 % to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure percentage (%) of the Project Work to be provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, submitted and identified in the proposal.

Exemptions to Tier 1, Tier 2, and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- b) Any nonlocal business.
- c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual

agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.

- d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered, and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

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