



CITYWIDE TOWING SERVICES

Request for Proposals # PD-17-07

General Information		
Pre-Bid Meeting	Not Applicable	N/A
Question Due Date	January 16, 2018	See Section 1.8
Proposals will be accepted until	2:00 p.m. on January 30, 2018	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	N/A
Payment and Performance Bonds	Not Applicable	N/A

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer’s Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Agreement Citywide Towing Services

Attachment K: References Form

Attachment L: Broward County Towing Fees for Non-Consent Tows



Attachment M: Vendor Drug-Free Workplace Certification Form

Attachment N: Police Department SOP for Towing Vehicles (Rev 2016-01-11)



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFP # PD-17-07 Citywide Towing Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, January 30, 2018. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 3rd Floor Conference Room located at 601 city center way, Pembroke Pines, FL 33025.

1.2 PURPOSE

The City of Pembroke Pines Police Department is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Vehicle Towing Services inclusive of labor, materials and equipment, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

Please see **Attachment "J" – Agreement for Citywide Towing Services** for details on the Scope of Work. The contractor awarded this contract will be required to execute this agreement and comply with all the terms and conditions as stated.



1.4 SCOPE OF WORK

The Contractor shall have a minimum of three (3) years experience, provide evidence of satisfactory financial stability and qualified trained personnel. The Contractor shall comply with all the requirements of the Florida Statutes, including but not limited to Chapters 705, 713, and 715, in rendering towing services as specified herein. The Contractor and their representatives shall obey all traffic laws of the State of Florida.

The Contractor shall be a holder of a general towing wrecker service license issued by Broward County and have current decals issued by Broward County for all towing vehicles for the entire term of the Contract.

1.5 TERM

This City anticipates on entering an agreement for an initial three (3) year term with the option to renew the agreement for two (2) additional three (3) year period(s) under the same terms and conditions.

1.6 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP #PD-17-07 Citywide Towing Services**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on Attachment A: Contact Information Form
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.



Tab 2 - Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Provide evidence of satisfactory financial stability.
 1. Note – The City may request additional information in the form of audited financial statements or other similar information, after bid opening, to indicate financial stability.
 - c. Summary of abilities and experience of the firms' professional personnel
 - d. Summary of past performance of the firm on similar projects
 - e. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 - Qualifications and Capability to Provide Services (35%)

1. NOT TO EXCEED TWENTY (20) PAGES: Please provide sufficient detail to address the following:
 - a. **Facilities:** Please describe your location, storage capabilities, documentation that your company has control of property being proposed.
 - b. **Equipment:** Please provide a complete listing of equipment: indicate type, year, manufacturer and capability of vehicle(s) to provide the services required. Also indicate ownership.
 - c. **Customer Service Policies**
 - d. **Driver Training and Accreditation**
 - e. **Record Keeping**
 - f. **License:** Please provide your general towing wrecker service license issued by Broward County.

Tab 4 - Previous Experience (10 points):

The Contractor shall have a minimum of three (3) years' experience. Provide specific examples of similar contracts with other municipalities/government agencies. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. Evidence that the Contractor has a minimum of three (3) years' experience.



2. Attachment K: References Form
3. List of ongoing contracts/projects with their current status and projected termination dates.

Tab 5 – Proposed Franchise Fee (50 Points):

Please provide your proposed annual Franchise Fee amount on the designated line items listed on the BidSync website.

1. Attachment A: Contact Information Form
 - a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
 - c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

Tab 6 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.



- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: Veteran Owned Small Business Preference Certification
 - a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
 - b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Proposer's Completed Qualification Statement+
8. Attachment M: Vendor Drug-Free Workplace Certification Form

Tab 7 - Additional Information:

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Qualifications and Capability to Provide Services	35 points
Previous Experience	10 points
Proposed Franchise Fee	50 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a*



preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. The Evaluation Committee shall also have the option to have the firms make presentations and answer questions of clarification as part of its evaluation. This may be done in the initial meeting, or through follow up meetings. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 26, 2017
Question Due Date	January 16, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	January 22, 2018
Proposals will be accepted until	2:00 p.m. on January 30, 2018
Proposals will be opened at	2:30 p.m. on January 30, 2018
Evaluation of Proposals by Evaluation Committee	TBD
Recommendation of Contractor to City Commission award	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on January 30, 2018.**



Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. 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 attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:



1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance



shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

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

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

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

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 601 city center way, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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 Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # PD-17-07” dated December 26, 2017 titled “Citywide Towing Services” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Item	Description	Total Cost
1	The Contractor proposes to pay an annual Franchise Fee for the term of the Contract in the amount of	Price to be Submitted Via BidSync



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☐ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number:

Social Security No.:

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



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

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

employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature	Company	Date
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LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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.

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

1. The Contractor does not provide benefits to employees' spouses in traditional marriages;

2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

3. 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;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

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

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
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E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

AGREEMENT FOR TOWING SERVICES

THIS IS AN AGREEMENT, dated the ____ day of _____, 20____ by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation, with its principal place of business at 601 City center way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

_____, a company authorized to do business in the State of Florida, with its principal place of business at _____, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the City Commission of the City of Pembroke Pines, Florida, seeks to protect the personal safety and property of its citizens and visitors;

WHEREAS, the establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by law enforcement agencies is in the public interest; and

WHEREAS, 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, and causes excessive delays in clearing the highway and securing the vehicles; and

WHEREAS, the CITY advertised its notice to bidders of the CITY's desire to hire a contractor 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: PD-17-07 Citywide Towing Services; and

WHEREAS, on [DATE] the bids were opening at the office of the City Clerk; and

WHEREAS, on [DATE] the CITY awarded the bid to CONTRACTOR; and,

WHEREAS, the CITY agrees to direct and refer, and the CONTRACTOR agrees to accept, orders for removal of abandoned or confiscated motor vehicles from the streets or other property lying within the CITY, which in the discretion of the representatives of the CITY's Police Department require removal.

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



ARTICLE 1

SERVICES AND RESPONSIBILITIES

1.1 GENERAL

1.1.1 The CONTRACTOR, for and in consideration of the agreements of the CITY herein contained, agrees to remove vehicles from the streets or other property within the CITY, or from any other location, as directed by authorized representatives of the CITY's Police and Public Service Departments. All the aforementioned towing to be provided for and during the term of this Agreement.

1.1.2 The CONTRACTOR agrees that in the performance of this Agreement, it will not discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

1.1.3 The CONTRACTOR understands that nothing in this Agreement will prevent the owner or operator of a motor 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.

1.1.4 The 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.

1.1.5 The 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.

1.1.6 The 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, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the CITY, such inspection is deemed reasonably necessary.

1.2 CITY OWNED AND LEASED VEHICLES

1.2.1 The CONTRACTOR will tow, at no charge, all CITY owned and leased vehicles to either the City Garage or a repair shop of the CITY's choice. Further, any vehicles impounded, confiscated or pending confiscation by the CITY will be towed by the CONTRACTOR at no charge.

1.2.2 The CONTRACTOR will repair or change (utilizing City tires) flat tires on in-service CITY vehicles.



1.2.2.1 In service shall mean any CITY class "A" vehicle being operated by a CITY employees and CITY contract employees.

1.2.2.2 The CONTRACTOR will only be required to respond to those locations in Broward or Dade County to which CITY vehicles may travel.

1.3 RECORDS

1.3.1 The 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). The CONTRACTOR shall retain a duplicate copy of such bill and shall produce same upon demand of the CITY's Police Department.

1.3.2 Before receiving payment, the CONTRACTOR, his agent, servant, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

1. Name & address of the person engaging the CONTRACTOR.
2. License number of the vehicle(s).
3. Motor and VIN number.
4. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
5. Make, year, model, color of vehicle(s) towed and/or stored.

1.3.2 The CONTRACTOR shall keep a hard covered log of the number and type of calls handled under this Agreement. The log shall contain the date the vehicle(s) were towed, the make, model, license plate if known, the VIN number, and the name and address of the owner or driver or person claiming the vehicle(s), and the date the vehicle(s) was released to the owner or driver, and charges for same.

1.3.3 The CONTRACTOR will provide to the CITY's Police Department, upon request of the CITY, a complete and detailed listing of vehicles which have been towed pursuant to this Agreement, and which have remained on the CONTRACTOR's lots for a period in excess of thirty (30) days. The same information will be provided to the CITY relating to personal property coming into the CONTRACTOR's control as a result of this Agreement, which has remained in the CONTRACTOR's control for a period in excess of thirty (30) days.



ARTICLE 2

MINIMUM STANDARDS

2.1 THE COMPOUND

2.1.1 The CONTRACTOR will maintain a storage facility of a sufficient size and capability to accommodate wrecked and abandoned vehicles to be removed from the CITY pursuant to, and during the period of, this Agreement.

2.1.2 The compound to be maintained by the CONTRACTOR shall be within a distance of not further than ten (10) miles of the CITY's corporate limits.

2.1.3 The CONTRACTOR will 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 facility from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles to the owners. The CONTRACTOR further agrees to provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m.

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

2.1.5 The CONTRACTOR will provide an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles which may be evidence in a criminal cause.

2.1.6 The CONTRACTOR will not change the storage facility location without written permission from the CITY's Police Department.

2.2 EQUIPMENT

2.2.1 The 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.

2.2.1.1 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.



2.2.1.2 The CONTRACTOR will provide all towing vehicles 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's Police Department with towing service. The two-way radios will not be tuned to any police frequencies.

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

2.2.2.1 The name of the establishment must be lettered in a professional manner on both sides of the vehicles.

2.2.2.2 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 will only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.

2.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

2.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

2.2.2.5. 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 prybar.
- 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 minute fuses.
- n. Two (2) red flags at least 1' X 1'.
- o. Tire plug kits.
- p. Air tanks or compressor

2.2.3 Wreckers will be classified as follows:



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

- a. Tow truck shall have a minimum manufacturer capacity of 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. 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.

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

- a. Tow truck shall have a minimum manufacturer capacity of 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 360 swivel at end of the boom.
- g. Two (2) snatch blocks, eight (8) ton rating.

2.2.3.3 **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 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 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. Cradle tow plate to be equipped with safety chain.
- h. Dual wheels.



ARTICLE 3

TOWING & IMPOUNDING PROCEDURES

3.1 The 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 as requested by a CITY Police Officer or other representative of the CITY's Police Department.

3.2 On all vehicles to be towed which are marked for confiscation, the CONTRACTOR will 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.

3.3 The CITY reserves the right to cancel a request for services of the CONTRACTOR at any time, up to and including the time of hook-up. The 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.

3.4 CONTRACTOR understands that nothing in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his own choice or requesting that his vehicle be towed to a garage or compound other than that of the CONTRACTOR.

3.5 IMPOUNDED VEHICLES

3.5.1 If at the time of the impounding the name of the registered owner of the vehicle is not available, it shall be the responsibility of the CITY's Police Department to supply this information to the CONTRACTOR as soon as possible.

3.5.2 Notwithstanding the foregoing the CONTRACTOR shall be responsible for the following:

3.5.2.1 Notifying the CITY Police Department, and requesting the names of the owners of the vehicle if CONTRACTOR has not received such information within twenty-four (24) hours after the impoundment of the vehicle;

3.5.2.2 Notifying the registered owner or his agent of the whereabouts of the vehicle within forty-eight (48) hours of impoundment if the owner'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.

3.5.3 The CONTRACTOR shall maintain a log at his place of business, listing the date, time and method of notification.

3.5.4 If any vehicle is not claimed by the owner within seven (7) days, the CONTRACTOR shall immediately thereafter file a written report with the CITY's Police Department.



3.6 **RELEASING VEHICLES**

3.6.1 In the event that the CONTRACTOR has in its possession vehicle(s) or personal property, arising out of this Agreement, for a period in excess of thirty (30) days and is ordered to turn this property over to the County Court, the Sheriff of Broward County, or the CITY's Police Department pursuant to Chapter 705 or 715 of the Florida State Statutes, the CONTRACTOR agrees to forego its possessory garageman's lien to collect any storage or towing charges due and owing.

3.6.2 The CONTRACTOR agrees to release any vehicle which has not been marked "HOLD", providing the proper proof of identification and ownership is presented. The CONTRACTOR further agrees that any vehicle towed which is marked "HOLD" cannot be released without verbal or written authority from the CITY's Police Department.

3.6.2.1 Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet and proof of ownership by presentation of a title or registration.

3.6.2.2 In the event the CONTRACTOR is holding personal property removed from a stored vehicle, upon its release, the owner or person entitled to possession will receive the CONTRACTOR's copy of the inventory.

3.7 **FORFEITURE VEHICLES**

3.7.1 Other than as specifically provided for in Section 3.7.3, vehicles seized for forfeiture pursuant to Pembroke Pines Police Department policy, shall be towed and stored at CONTRACTOR's secured lot for a period of, but not more than, fifty-five (55) calendar days without charge to the CITY or owner of the vehicle. Further, should the CITY reach a settlement with the owner of said vehicle, the CITY agrees to pay CONTRACTOR a flat fee of one hundred fifty dollars (\$150.00). Upon the CITY's hold of the vehicle being lifted, the owner of the vehicle may pick up their vehicle from CONTRACTOR Monday through Friday from 8:00AM to 5:00PM, at no charge to the CITY. However, if the owner fails to pick up the vehicle within three (3) business days of receipt of notification from the CITY, the CONTRACTOR can begin to charge the owner a daily storage fee plus statutory fees consistent with Florida Statutes.

3.7.2 If forfeiture proceedings are to be instituted at any time during the fifty-five (55) day period, the vehicle shall be towed to a CITY storage facility by CONTRACTOR. The first five (5) vehicles towed to the CITY's storage facility each year shall be at no charge to the CITY or the owner of said vehicle. Beginning with the sixth (6th) vehicle towed to the CITY's storage facility, the CITY agrees to pay the CONTRACTOR a flat fee of three hundred dollars (\$300.00) for said tow.



3.7.3 If forfeiture proceedings are not instituted, or the CITY does not reach a settlement with the owner of said vehicle, the CITY will notify the owner and CONTRACTOR in writing or other direct notification with ample time for owner to recover their vehicle within fifty-five (55) days. Upon the CITY's hold of the vehicle being lifted, the owner of the vehicle may pick up their vehicle from CONTRACTOR Monday through Friday from 8:00AM to 5:00PM, at no charge to the CITY. The CONTRACTOR may charge the owner of the vehicle the cost of the original tow. However, if the owner fails to pick up the vehicle within three (3) business days of receipt of notification from the CITY, the CONTRACTOR can begin to charge the owner a daily storage fee plus statutory fees consistent with Florida Statutes.

3.7.4 If upon proper notification from Police that forfeiture proceedings will not be initiated, the owner of said vehicle must recover the vehicle from Contractor on or before fifty five (55) days from the date of the initial tow or seizure. Said owner is responsible to pay for Contractors standard rates and fees associated with storage beyond that date.

ARTICLE 4

PERSONAL PROPERTY

4.1 The CONTRACTOR's liability for a towed vehicle, and all personal property contained therein, will commence within the time the wrecker is hooked onto the vehicle to be towed. The CONTRACTOR will have its employee, representative, or agent review the inventory of all personal property in the vehicle(s) that he is directed to tow with a CITY Police Officer or the owner or possessor of the vehicle(s). Such inventory shall be made in triplicate and shall be maintained by the CONTRACTOR as a permanent record. One copy of the inventory shall be given to the owner/operator of the vehicle towed, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department. The CONTRACTOR shall be solely liable and responsible to the owner, or person or legal entity entitled to lawful possession, for all personal property in any vehicle towed under this Agreement.

4.2 The CONTRACTOR shall allow the owner, or authorized agent of the owner of the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

4.3 The CONTRACTOR agrees to assume responsibility for any articles of personal property left in the vehicle and listed on the vehicle storage receipt form. The CONTRACTOR agrees to replace any such article upon verification of the loss by the CITY's Police Department or other law enforcement agency.

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



4.5 The 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 person entitled to lawful possession. The CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, it will abide by Florida Statutes relating to motor vehicles, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

4.6 The CONTRACTOR will provide to the CITY's Police Department, on a monthly basis, a complete and detailed listing of all personal property coming into the CONTRACTOR's control as a result of this agreement, and which has remained in the CONTRACTOR's control for a period in excess of thirty (30) days.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1 The CONTRACTOR shall pay the CITY the sum of \$ _____ per one year period for the privilege of engaging in this Agreement with the CITY as stated in the CONTRACTOR's bid proposal attached hereto and made part hereof as Exhibit "B". Payment shall be made in monthly installments with the first payment due upon contract execution. Starting on October 1, 2019 and every consecutive year thereafter, for the entire term of the Agreement, the Annual Franchise Fee as described in Section 5.1 shall be automatically increased according to the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) month period ending April or 3%, whichever is less, but not less than zero (0%).

5.2 The CONTRACTOR shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached hereto as **Exhibit "C": Broward County Towing Fees for Non-Consent Tows**, and made a part hereof by reference, as adjusted by Broward County from time to time.

5.3 The CONTRACTOR shall directly bill the vehicle owner/operator for towing and storage charges.

ARTICLE 6

TERM AND TERMINATION

6.1 This is an initial three (3) year contract beginning _____, 20__ and ending _____, 20__. Upon mutual written agreement of the Parties hereto, this Agreement may be extended for two (2) additional three (3) year period(s) under the same terms and conditions as stated herein.

6.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the



CONTRACTOR shall be paid its compensation for services performed through the termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

6.3 Notice of intent to terminate, and the reason(s) therefore, shall be given in writing by certified mail, return receipt requested, and shall be effective 90 days after receipt of such notice by the CITY as evidenced by the return receipt.

6.3.1 Upon the CITY's notification of intent to terminate for cause, the CONTRACTOR shall have thirty (30) days from receipt of said notice to cure any default, provided, however, that the CONTRACTOR shall have not more than two (2) opportunities to cure in any calendar year; or

6.3.2 The CITY's Police Department may issue a formal reprimand to the CONTRACTOR for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of the CONTRACTOR from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of the CITY's Police Department.

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

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 INDEMNIFICATION

7.1.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature sustained by CITY or any third party arising out of error, omission, or negligent act of the CONTRACTOR, its agents, servants or employees in the performance of services under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorney's fees arising out of or in connection with the services performed by the CONTRACTOR pursuant to this Agreement.



7.1.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this section, provide indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

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

7.2 GENERAL INSURANCE PROVISIONS

7.2.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

7.2.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

7.2.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.2.4 REQUIRED INSURANCE.

7.2.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:



- | | | |
|----|---|-------------|
| A. | Bodily Injury | |
| | 1. Each Occurrence | \$1,000,000 |
| | 2. Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| | 1. Each Occurrence | 1,000,000 |
| | 2. Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

7.2.4.2 Errors & Omissions Coverage for Directors and Officers \$1,000,000
limit

7.2.4.3 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|-----------------------|---------------------------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-each employee |

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.2.4.4 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- | | | |
|----|---------------------|-------------|
| A. | Bodily Injury | |
| | 1. Each Occurrence | \$1,000,000 |
| | 2. Annual Aggregate | \$1,000,000 |
| B. | Property Damage | |
| | 1. Each Occurrence | \$1,000,000 |



2. Annual Aggregate \$1,000,000

7.2.5 CONTRACTOR shall name the CITY as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.2.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work 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.

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

7.2.7 **GARAGEKEEPERS LEGAL LIABILITY \$1,000,000**

7.3 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations necessary to complete this contract and **name the CITY as an additional insured under its policy.**

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

ARTICLE 8

GENERAL CONDITIONS

8.1 **NOTICE.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, 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, the CONTRACTOR and the CITY designate the following as the respective places for the giving of notice:

City: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Phone: (954) 431-4884
Fax: (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody, & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200



City of Pembroke Pines

Fort Lauderdale, Florida 33308

Phone: (954) 771-4500

Fax: (954) 771-4923

Contractor: _____

Phone: _____

Fax: _____

8.2 PUBLIC RECORDS.

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

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

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

8.2.1.3 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

8.2.1.4 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.

8.2.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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



CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

8.3 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, H.U.D., or United States 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.

8.4 ASSIGNMENT/AMENDMENTS.

8.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the 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 CITY and its successors and assigns.

8.4.2 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.



8.5 NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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, the CITY shall have the right to terminate the Agreement, without liability, at its discretion and to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.6 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.

8.7 HEADINGS. The headings contained herein are for the convenience of reference only and shall not be considered for the purpose of interpreting the provisions of this Agreement.

8.8 EXHIBITS. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, even if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

8.9 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.

8.10 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

8.11 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.

8.12 EXTENT OF THE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

8.13 ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



City of Pembroke Pines

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

CITY

ATTEST:

BY: _____
MAYOR FRANK C. ORTIS

MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

WITNESSES:

BY: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____ by _____ of _____ and acknowledged (s)he executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commission Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

RFP # PD-17-07



City of Pembroke Pines

Exhibit A
RFP# PD-17-07 Citywide Towing Services



City of Pembroke Pines

Exhibit B
Copy of Contractor's Proposal



City of Pembroke Pines

Exhibit C
Towing Fees for Non Consent Tows

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Telephone: Fax:

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Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



Environmental Protection and Growth Management Department
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION
1 North University Drive, Building B ~ Plantation, FL 33324-2038 ~ Phone 954-519-1260

Broward County Towing Industry Fee Adjustments for 2018

Per Sections 40.37.c.4. and 27.150(f)(6) of the Broward County Administrative Code, towing industry fees are to be reviewed annually and increased by the annual percentage increase in the Consumer Price Index or 3%, whichever is less. The 2016 to 2017 annual CPI increase was 2% as determined by the Environmental and Consumer Protection Division after review of the Bureau of Labor Statistics, Southeastern Regional Office CPI data. Accordingly, towing industry fees for 2018, increased by 2%, are reflected below and are effective immediately. Please contact Broward County at 954-519-1260 with any questions or concerns.

PART XXVIII. - CATEGORIES AND MAXIMUM FEES FOR RECOVERY, TOWING, REMOVING, STORING OR IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY

27.150. - Maximum Nonconsent Rates.

Maximum and allowable rates for nonconsent towing and immobilization, as defined in the Broward County Code of Ordinances, shall be as follows:

(a) Tows from private property ("Private Property Tows"):

(1) Class A Vehicle Towed:

- a. Towing Fee: \$123.87
- b. Storage Fee: \$24.78 per twenty-four (24) hours.
- c. Administrative Fee: \$30.97.
- d. Research Fee: Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.



Environmental Protection and Growth Management Department
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION

1 North University Drive, Building B ~ Plantation, FL 33324-2038 ~ Phone 954-519-1260

(2) Class B Vehicle Towed:

- a. Towing Fee: \$180.64. If a flatbed is used, the fee is \$201.29.
- b. Storage Fee: \$44.39 per twenty-four (24) hours.
- c. Administrative Fee: \$30.397.
- d. Research Fee: Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
- e. Labor Fee: \$180.64 per hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.

(3) Class C Vehicle Towed:

- a. Towing Fee: \$309.67. If a flatbed is used, the fee is \$332.38.
- b. Storage Fee: \$51.61 per twenty-four (24) hours.
- c. Administrative Fee: \$30.97.
- d. Research Fee: actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
- e. Labor Fee: \$309.67 per hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.

(4) Class D Vehicle Towed:

- a. Towing Fee: \$412.90. If a flatbed or lowboy is used, the fee is \$332.38.
- b. Storage Fee: \$51.61 per twenty-four (24) hours.
- c. Administrative Fee: \$30.97.
- d. Research Fee: Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
- e. Labor Fee: \$103.22 per ¼ hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.

(b) Tows directed or performed by government agencies ("Other Tows"):

(1) Class A Vehicle Towed:

- a. Towing Fee:
 - 1. First fifteen (15) minutes: \$134.19.
 - 2. Each additional thirty (30) minutes or fraction thereof: \$56.77.
- b. Storage Fee:
 - 1. Indoor Storage: \$30.97 per twenty-four (24) hours.
 - 2. Outdoor Storage: \$24.78 per twenty-four (24) hours.
- c. Administrative Fee: \$30.97.
- d. Research Fee: Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.

(2) Class B Vehicle Towed:

- a. Towers may charge the same rates charged for Class B Private Property Tows, as identified in (a)(2), above.



Environmental Protection and Growth Management Department
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION

1 North University Drive, Building B ~ Plantation, FL 33324-2038 ~ Phone 954-519-1260

- (3) *Class C Vehicle Towed:*
 - a. Tows may charge the same rates charged for Class C Private Property Tows, as identified in (a)(3), above.
- (4) *Class D Vehicle Towed:*
 - a. Tows may charge the same rates charged for Class D Private Property Tows, as identified in (a)(4), above.
- (c) *Immobilization:* \$67.10 per vehicle.
- (d) *Road Service:*
 - (1) *Class A:* \$41.29.
 - (2) *Class B:* \$57.80.
 - (3) *Class C:* \$74.84.
 - (4) *Class D:* \$74.84.
- (e) *Winch Recovery:*
 - (1) *Class A:* \$103.22 for the first thirty (30) minutes and \$51.61 for each additional thirty (30) minutes.
 - (2) *Class B:* \$180.64 for the first thirty (30) minutes and \$90.32 for each additional thirty (30) minutes.
 - (3) *Class C:* \$309.67 for the first thirty (30) minutes and \$154.84 for each additional thirty (30) minutes.
 - (4) *Class D:* \$412.90 for the first thirty (30) minutes and \$206.45 for each additional thirty (30) minutes.
- (f) *Miscellaneous fee provisions:*
 - (1) If the towed vehicle is retrieved within the first six (6) hours of arriving at the storage facility, the person retrieving the vehicle may not be charged a Storage Fee.
 - (2) An Administrative Fee may not be charged if the vehicle owner is identified within twenty-four (24) hours of the vehicle arriving at the storage facility.
 - (3) The person retrieving the vehicle may pay a \$5.16 voluntary fee to expedite vehicle ownership verification.
 - (4) The rates for Other Tows do not apply to tows conducted on behalf of a government agency pursuant to a contract between the government agency and a licensed tow company if such contract provides a different rate structure.
 - (5) Research Fees may be charged only when the tow company providing the service must actually perform research to determine ownership of a vehicle to notify the vehicle owner, lien-holders, and insurance companies. Written documentation of the efforts undertaken to ascertain ownership of the vehicle must be made available for inspection by the County upon request. Costs shall mean actual fees charged by the State of Florida for obtaining ownership information and shall include the cost of actual postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement, then the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by the tow company must be made available for inspection by the County upon request.



Environmental Protection and Growth Management Department
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION

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- (6) Effective October 1, 2015, and each October 1 through October 1, 2019, all fees referenced in this Section 27-150, except the credit card fee, shall be increased by the annual percentage change in the Consumer Price Index ("CPI") or three percent (3%), whichever is less. Each year's fee increase shall be calculated based on the fee amount from the previous year. The CPI utilized shall be the most recent CPI reported by the Bureau of Labor Statistics, Southeastern Regional Office (1982-84=100), urban wage earners and clerical workers, for all items not seasonally adjusted as published in January. The adjusted fees shall be calculated by the Broward County Environmental Licensing and Building Permitting Division and shall be posted on its website. After October 1, 2019, but before October 1, 2020, the Board of County Commissioners must consider future CPI increases to the rates provided for herein.
- (7) If payment is made by credit card, a credit card fee in the amount of three percent (3%) may be charged to the vehicle owner.

PRIVATE PROPERTY TOWS

	Class A Vehicle		
TOWING FEE	\$120	\$121.44	\$123.87
STORAGE FEE (PER 24 HOURS)	\$24	\$24.29	\$24.78
ADMINISTRATIVE FEE	\$30	\$30.36	\$30.97
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred

	Class B Vehicle		
TOWING FEE	\$175	\$177.10	\$180.64
FLATBED TOWING FEE	\$195	\$197.34	\$201.29
STORAGE FEE (PER 24 HOURS)	\$43	\$43.52	\$44.39
ADMINISTRATIVE FEE	\$30	\$30.36	\$30.97
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
LABOR FEE (PER HOUR)	\$175 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$177.10 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$18.64 per person (starts when person arrives at the scene and ends when person leaves the scene)

	Class C Vehicle		
TOWING FEE	\$300	\$303.60	\$309.67
FLATBED TOWING FEE	\$322	\$325.86	\$332.38
STORAGE FEE (PER 24 HOURS)	\$50	\$50.60	\$51.61
ADMINISTRATIVE FEE	\$30	\$30.36	\$30.97
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
LABOR FEE (PER HOUR)	\$300 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$303.60 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$309.67 per person (starts when person arrives at the scene and ends when person leaves the scene)

	Class D Vehicle		
TOWING FEE	\$400	\$404.80	\$412.90
FLATBED/LOWBOY TOW FEE	\$322	\$325.86	\$332.38
STORAGE FEE (PER 24 HOURS)	\$50	\$50.60	\$51.61
ADMINISTRATIVE FEE	\$30	\$30.36	\$30.97
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
LABOR FEE (PER 1/4 HOUR)	\$100 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$101.20 per person (starts when person arrives at the scene and ends when person leaves the scene)	\$103.22 per person (starts when person arrives at the scene and ends when person leaves the scene)



ENVIRONMENTAL AND
CONSUMER PROTECTION DIVISION

FY 2015 • Oct. 1, 2014 – Sep. 30, 2015 FY 2016 • Oct. 1, 2015 – Sep. 30, 2016 FY 2017 • Oct. 1, 2016 – Sep. 30, 2017
CPI = -1% CPI = 1.2%

TOWNS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES

IMMOBILIZATION

All Vehicle Classes

\$65

\$65.78

\$67.10

Road Service

CLASS A

\$40

\$40.48

\$41.29

CLASS B

\$56

\$56.67

\$57.80

CLASS C

\$72.50

\$73.37

\$74.84

CLASS D

\$72.50

\$73.37

\$74.84

Winch Recovery

CLASS A

\$100 (first 30 minutes)
\$50 (each additional 30 minutes)

\$101.20 (first 30 minutes)
\$50.60 (each additional 30 minutes)

\$103.22 (first 30 minutes)
\$51.61 (each additional 30 minutes)

CLASS B

\$175 (first 30 minutes)
\$87.50 (each additional 30 minutes)

\$177.10 (first 30 minutes)
\$88.55 (each additional 30 minutes)

\$180.64 (first 30 minutes)
\$90.32 (each additional 30 minutes)

CLASS C

\$300 (first 30 minutes)
\$150 (each additional 30 minutes)

\$303.60 (first 30 minutes)
\$151.80 (each additional 30 minutes)

\$309.67 (first 30 minutes)
\$154.84 (each additional 30 minutes)

CLASS D

\$400 (first 30 minutes)
\$200 (each additional 30 minutes)

\$404.80 (first 30 minutes)
\$202.40 (each additional 30 minutes)

\$412.90 (first 30 minutes)
\$206.44 (each additional 30 minutes)

MISCELLANEOUS FEE PROVISIONS

- 1) If the towed vehicle is retrieved within the first six (6) hours of arriving at the storage facility, the person retrieving the vehicle may not be charged a Storage Fee.
- 2) An Administrative Fee may not be charged if the vehicle owner is identified within twenty-four (24) hours of the vehicle arriving at the storage facility.
- 3) The person retrieving the vehicle may pay a \$5.16 voluntary fee to expedite vehicle ownership verification.
- 4) The rates for Other Tows do not apply to tows conducted on behalf of a government agency pursuant to a contract between the government agency and a licensed tow company if such contract provides a different rate structure.
- 5) Research Fees may be charged only when the tow company providing the service must actually perform research to determine ownership of a vehicle to notify the vehicle owner, lien-holders, and insurance companies. Written documentation of the efforts undertaken to ascertain ownership of the vehicle must be made available for inspection by the County upon request. Costs shall mean actual fees charged by the State of Florida for obtaining ownership information and shall include the cost of actual postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement, then the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by the tow company must be made available for inspection by the County upon request.
- 6) Effective October 1, 2015, and each October 1 through October 1, 2019, all fees referenced in this Section 27-150 shall be increased by the annual percentage change in the Consumer Price Index ("CPI") or three percent (3%), whichever is less. Each year's fee increase shall be calculated based on the fee amount from the previous year. The CPI utilized shall be the most recent CPI reported by the Bureau of Labor Statistics, Southeastern Regional Office (1982-84=100), urban wage earners and clerical workers, for all items not seasonally adjusted as published in January. The adjusted fees shall be calculated by the Broward County Environmental and Consumer Protection Division and shall be posted on its website. After October 1, 2019, but before October 1, 2020, the Board of County Commissioners must consider future CPI increases to the rates provided for herein.



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

SECTION 2 AFFIRMATION

☐ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

Authorized Signer Name

Company Name



PEMBROKE PINES POLICE DEPARTMENT

PATROL STANDARD OPERATING PROCEDURE

SUBJECT: Towing Vehicles	EFFECTIVE DATE: June 30, 2014	NUMBER OF PAGES: 3
REFERENCE MATERIAL:		Chief of Police <i>Dan S. Giustino</i>
AMENDS: February 17, 2015		
REVISION DATE: January 11, 2016		

This Standard Operating Procedure consists of the following numbered sections:

1. Introduction
2. Definitions
3. Policy / Procedures
4. Arrests
5. Arrestee / Owner
6. Non-Owner
7. Abandoned / Disabled Vehicles
8. Inventory of Towed Vehicles

1.1 Introduction

The purpose of this policy is to establish a standard operating procedure for handling calls for service regarding towing vehicles.

1.2 Definitions

1.3 Policy / Procedures

A. Officers shall tow a vehicle in the following circumstances:

1. When a vehicle is left unattended upon any bridge, viaduct, or street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.
2. When a vehicle upon a street is so disabled as to constitute an obstruction to traffic, or the person or persons in charge of the vehicle are, by reason of physical injury (i.e., traffic crash), incapacitated to such an extent as to be unable to provide for its custody and removal.
3. It is allowable for a private tow company to be requested by an owner; however, in matters of public safety as described in this procedure, the City's contracted tow company shall be dispatched to remove the disabled vehicle. Should the owner's private towing company arrive on scene first they may tow the vehicle unless there is a need for significant debris removal. In those cases, the City's contracted tow company

- shall remove both the vehicle and debris.
4. When removal is necessary in the interest of public safety or the safety of the vehicle because of an accident, fire, flood, storm, or other emergency reason.
5. Officer(s) dispatched to calls involving vehicle complaints on private property will respond to ascertain the ownership/status of the vehicle (i.e., stolen). Once it has been determined that the vehicle is not stolen, the officer will advise the property owner that it will be their responsibility to have the vehicle towed if they wish. (See Department General Order "Control of Property and Evidence" - Abandoned Vehicles section).
6. When a stolen vehicle is recovered and Pembroke Pines is the originating agency of the incident, the Police Support Center will cancel the teletype and attempt to notify the owner of the recovery. If the vehicle appears to be in a condition which allows it to be safely operated, the owner will be given the opportunity to respond to pick up the vehicle. If the owner cannot be contacted, the vehicle will be towed by the city authorized towing agency to their compound for safekeeping until the owner is notified.
7. If the recovered stolen vehicle is from another agency, the Police Support Center will notify that agency and advise them of the recovery, which will include the condition of the vehicle, location found, and the name and phone number of the City authorized towing company where the vehicle is stored.
8. The officer assigned to the recovery will complete a Supplemental Report if the recovery is a Pembroke Pines case; if the recovery is for another agency then a Motor Vehicle Theft Report containing the recovery information will be completed by the officer.
9. When a vehicle is parked contrary to and in violation of Florida Statutes or City Ordinance and is subject to being towed according to those statutes or ordinances.
10. Vehicles that are operated on the public roadways and are determined to be unregistered will be towed. The officer will complete all necessary paperwork and place a "Hold" on the vehicle pending proof of ownership. The tow company has the authority to release the vehicle and remove the hold once the owner responds to the tow company with proper proof of ownership.
11. If a vehicle is abandoned on public property and there is no record of theft, the officer shall request the Police Support Center to make contact with the owner to determine if the vehicle has been stolen and is unreported, or if the vehicle can be removed in a reasonable amount of time (guide: 30 minutes or less). (See Department General Order "Control of Property and Evidence" - Abandoned Vehicles section).

1.4 Arrests

- A. In cases of an arrest (i.e., traffic, warrant, etc.) the arrestee's vehicle will be towed, or otherwise secured as follows: (See Department General Order "Seizure and Forfeiture of Property").
 1. The officer will tow a vehicle when the operator is arrested unless the owner is not the arrested individual and meets all legal requirements to drive the vehicle.
 2. If the vehicle constitutes a traffic hazard or is illegally parked, the vehicle should be towed without delay.

1.5 Arrestee/Owner

- A. If the arrestee is the owner of the vehicle, the vehicle is to be towed unless the owner requests for it to be released to another adult on scene. The officer **may** authorize for the vehicle to be released to an authorized adult who meets all legal requirements, to take custody of the vehicle. The officer will ensure that an Owner Release is completed and signed by the owner and the authorized adult taking possession of the vehicle.

1.6 Non-Owner

- A. If the arrestee is not the vehicle's owner, every effort will be made to notify the registered owner and advise them of the circumstances involved. The officer will tow the vehicle, or **may** elect to have the owner respond and upon their request, release it to them if all legal requirements, to take custody of the vehicle are met.

1.7 Abandoned/Disabled Vehicles

- A. On Public Property - The Officer/PSA shall request a records check to be conducted via NCIC/FCIC to determine ownership, liens, and any theft reports.
1. Should there be no record of theft, the officer shall request that the Police Support Center attempt to make contact with the owner to determine if the vehicle has been stolen and is unreported, or if the vehicle can be removed in a reasonable amount of time (Guide: 30 minutes or less).
 2. If an owner cannot be located and the vehicle is obstructing traffic or creating a traffic hazard, the officer will request that the contract tow service respond for removal of the vehicle to their facility.
 3. If the vehicle is to be towed:
 - a. A vehicle inventory will be completed, without exception, for the vehicle and any accessible container located within. The officer who is completing the inventory of the vehicle shall sign the Vehicle Storage Receipt.
 - b. The officer, without exception, will request that the Police Support Center enter the vehicle as an Abandoned/Impounded/Recovered Vehicle in FCIC/NCIC and in the teletype log.
 - i. If the owner of the vehicle makes contact with the officer once entry into FCIC/NCIC has been completed, the Police Support Center shall be notified and the vehicle shall be removed from FCIC/NCIC.
 - c. The Police Support Center will forward the information to the Records Unit who will notify the owner, lien holder and insurance company, if available, of the status of the vehicle.
 4. A detailed police report and Vehicle Storage Receipt will be completed for all vehicles towed at the direction of police personnel. This report will detail the following:
 - a. Time, date, and location from which the vehicle was removed.
 - b. Officer requesting the tow.
 - c. Reason for removal or tow.
 - d. Tow company utilized.
 - e. Location where vehicle will be stored.
 - f. All notifications to owner or attempts to locate the owner.
 - g. Full inventory of vehicle contents, and vehicle condition (see Section 1.8).
- D. On Private Property - If called to the scene, the Officer/PSA will respond to ascertain the status of the vehicle (i.e., stolen).

1. If it is determined that the vehicle is not stolen, the officer will advise the property owner that **they** are responsible for removal, if they so choose, and compliance with F.S.S. 715.107.
2. Upon notification that an abandoned vehicle is being towed by a private tow company from private property, personnel at the Police Support Center are authorized under F.S.S. 713.78 to check teletype to determine if the vehicle is stolen and obtain any ownership/lien holder information, which may then be provided to the tow company.
3. Upon notification to the Records Unit of vehicles being held by tow companies under F.S.S. 713 or F.S.S. 715, the Records Unit will determine ownership of the vehicle and provide same to the tow company.

E. Disabled Vehicle/Motorist Assistance

1. The department uses the contracted tow company, under the direction of the Chief of Police. The purpose of the contract is to expedite the towing of vehicles for motorists and the department. Personnel requiring tow services will adhere to the following:
 - a. Request wrecker service and advise the Police Support Center whenever a flatbed or other special equipment will be required, including wreckers suitable for oversized vehicles.
 - b. Ensure that help arrives in a timely fashion.
 - c. Provide assistance if motorists request their own wrecker service, as long as the vehicle can be moved expeditiously or is already off the roadway. A Vehicle Storage Receipt is not required when an officer assists an owner/operator of a disabled vehicle by calling for a tow truck for the vehicle (owner's request).
2. When a motorist is found stranded or disabled in a hazardous location or environment, the Officer or Police Service Aide will provide the communications link necessary for obtaining needed services, and will offer the following assistance:
 - a. Seek assistance in obtaining needed fuel.
 - b. Give locations of lodging and food.
 - c. Provide transportation away from hazardous locations.
 - d. Use police vehicle for protection and visibility when vehicles/pedestrians are in the roadway.
3. Those vehicles equipped with push bars shall not be utilized to push vehicles from the roadway, nor will an officer utilize their police vehicle to push a car off the roadway.

F. Tow/Storage - Officers will, for his/her protection and that of the department, inventory all vehicles being towed and/ or stored and document same on a Vehicle Storage Receipt.

1. The Vehicle Storage Receipt shall be filled out in its entirety. If a space does not apply, the initials "N/A" shall be used with the exceptions of those spaces which require a "YES" or "NO" response.
2. Items of value (cash, firearms, jewelry, etc.) shall be placed on a separate property receipt and held in the Department Property and Evidence Room for safekeeping and released to the rightful owner, with proper documentation.
3. Vehicles, which are towed as a result of an accident, abandoned, seized, incident to an arrest, or otherwise detained in storage, and not in the possession of the owner, become the responsibility of the impounding officer.

4. The officer is responsible for the documentation of the vehicle, its parts and contents until such vehicle is released to the tow company.
5. The contents of the vehicle include, but are not limited to; all packages and containers located within the passenger compartment, the trunk, or any other secured area of the vehicle.
6. For liability reasons, property located within any package or container, whether it is opened or closed, is to be inventoried and documented.
7. Officers shall tow a vehicle in the following circumstances:
 - a. When vehicle is left unattended upon any bridge or street and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.
 - b. When a vehicle upon a street is so disabled as to constitute an obstruction to traffic, or the person or persons in charge of the vehicle are, by reason of physical injury, incapacitated to such extent as to be unable to provide for its custody and removal.
 - c. When removal is necessary in the interest of public safety or the safety of the vehicle because of an accident, fire, flood, storm, or other emergency reason.
 - d. When a vehicle is parked contrary to, and in violation of, Florida Statutes or City Ordinance and is subject to being towed according to those statutes or ordinances.
 - e. Vehicles that are operated on the public roadways and are determined to be unregistered will be towed.
8. The officer will complete all necessary paperwork and place a "Hold" on the vehicle pending proof of ownership. The tow company has the authority to release the vehicle and remove the hold once the owner responds to the tow company with proper proof of ownership.
9. For vehicles towed for forfeiture refer to Department General Order – "Seizure and Forfeiture of Property".

1.8 Inventory of Towed Vehicles


- A. In the course of duty, on a day-to-day basis, it is necessary for the protection of the officer and the Department to inventory vehicles being towed and/or stored. Vehicles that are towed as a result of an accident, being abandoned on a roadway, the arrest of a driver, seized, or otherwise detained and not in the possession of the owner, become the impounding officer's responsibility. As such, the impounding officer shall perform an inventory search of the vehicle which is being towed, as the department is liable for the vehicle, its parts, and contents. The inventory search must be conducted pursuant to departmental policy and cannot be used as a pretext to search a vehicle. The contents of the vehicle include, but are not limited to, all packages and containers located within the passenger compartment, trunk, or any other secured area of the vehicle.
- B. To protect the Department from unnecessary liability for property located within any package or container, the contents, whether opened or closed, will be ascertained and inventoried. All towed vehicles will be taken to the authorized towing company's compound, with exception of those vehicles impounded for felony forfeiture. Those vehicles will be taken to the police headquarters and secured within the fenced area. The keys to the vehicle along with any registration or title will be entered into the Property Unit on one property receipt. The vehicle will be inventoried and those items of evidentiary value will be placed on a separate property receipt and placed into evidence. All other personal property will be inventoried and placed on a separate property receipt and placed into property for safekeeping.

- C. The keys, registration and title to vehicles seized for forfeiture will be entered into the Property Unit on one property receipt. All seized vehicles will be inventoried and those items of evidentiary value will be placed on a separate property receipt and placed into evidence. All other personal property will be inventoried and placed on a separate property receipt and placed into property for safekeeping. A “Hold” under the authority of the confiscation officer will be placed on all vehicles seized for forfeiture, and it shall be noted in the appropriate space on the vehicle inventory receipt. The appropriate box on the vehicle inventory receipt shall also be checked as “seized”.
- D. Vehicles which are evidence or part of a crime scene will be towed to the Department for processing. An officer will follow the vehicle to the Department to maintain the integrity of the evidence. A Vehicle Storage Receipt will be completed by the impounding officer. The vehicle **shall not** be inventoried until I.D. has completed the processing. Once the processing has been completed either an officer or a detective shall inventory the vehicle.

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #PD-17-07 - Citywide Towing Services  

Time Left	closed	# of offers	3
Bid Started	Dec 26, 2017 9:58:04 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jan 30, 2018 2:00:00 PM EST	# of suppliers viewed	37  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 5
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)
Approval Status Approved

Description

Bid Number	PD-17-07
Title	The Contractor proposes to pay an annual Franchise Fee
Quantity	1 year
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	30 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the

Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments
















The City of Pembroke Pines Police Department is seeking proposals from qualified firms to provide Vehicle Towing Services inclusive of labor, materials and equipment, in accordance with the terms, conditions, and specifications contained in this solicitation.

Description

The Contractor proposes to pay an annual Franchise Fee for the term of the Contract in the amount of

Documents

Select All | Select None | Download Selected

- | | |
|--|--|
| <input type="checkbox"/> 1.  RFP-PD 17-07 City Wide Towing.pdf [download] | <input type="checkbox"/> 2.  Attachment A - Contact Information Form.docx [download] |
| <input type="checkbox"/> 3.  Attachment B - Vendor Information Form and a W-9.pdf [download] | <input type="checkbox"/> 4.  Attachment C - Non-Collusive Affidavit [download] |
| <input type="checkbox"/> 5.  Attachment D - Sworn Statement on Public Entity Crimes [download] | <input type="checkbox"/> 6.  Attachment E - Local Vendor Preference Certification [download] |
| <input type="checkbox"/> 7.  Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download] | <input type="checkbox"/> 8.  Attachment G - Equal Benefits Certification Form [download] |
| <input type="checkbox"/> 9.  Attachment H - Proposers Qualifications Statement [download] | <input type="checkbox"/> 10.  Attachment I - Sample Insurance Certificate.pdf [download] |
| <input type="checkbox"/> 11.  Attachment I - Agreement Citywide Towing Services.pdf [download] | <input type="checkbox"/> 12.  Attachment K - References Form [download] |
| <input type="checkbox"/> 13.  Attachment L - Broward County Towing Fees for Non-Consent Tows.pdf [download] | <input type="checkbox"/> 14.  Attachment M - Vendor Drug-Free Workplace Certification Form.pdf [download] |
| <input type="checkbox"/> 15.  Attachment N - Police Department Standard Operating Procedure for Towing Vehicles Rev 2016-01-11.pdf [download] | |



= Included in Bid Packet



= Excluded from Bid Packet

Contractor Advertisements

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There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Question and Answers for Bid #PD-17-07 - Citywide Towing Services

[Create New Question](#)

Question Deadline: Jan 16, 2018 8:30:00 PM EST

Overall Bid Questions

Question 1

How many tows are generated annually? (Submitted: Jan 15, 2018 10:39:45 AM EST)

Answer

[edit](#) 

- In 2017, 886 tows were generated. (Answered: Jan 23, 2018 7:18:54 PM EST)

Add to Answer:

Question 2

What is the current franchise fee? (Submitted: Jan 15, 2018 10:40:00 AM EST)

Answer

[edit](#) 

- The current franchise fee is \$250,000. (Answered: Jan 22, 2018 1:23:10 PM EST)

Add to Answer:

Question 3

1 How many City vehicles, owned or leased, were towed at no charge to the City for 2015, 2016 and 2017? (Submitted: Jan 15, 2018 10:50:26 AM EST)

Answer

[edit](#) 

- 2015 556
- 2016 567
- 2017 526

These numbers are not included in the quantity given in question # 1. (Answered: Jan 23, 2018 7:18:54 PM EST)

Add to Answer:

Question 4

According to RFP PD17-07, you request coverage for Professional Liability and Omissions Insurance. This is not something towing companies usually request for insurance coverages. Will this be an insurance requirement for this RFP? (Submitted: Jan 15, 2018 10:54:02 AM EST)

Answer

[edit](#) 

- Yes, this will be a requirement. (Answered: Jan 23, 2018 7:18:54 PM EST)

Add to Answer:

Question 5

According to RFP PD17-07, you request coverage for Section E Pollution Liability, F Cyber Liability, G Crime coverage, H Builders Risk insurance, and I Sexual Abuse. This is not something towing companies usually request for insurance coverage. Will this be an insurance requirement for this RFP? (Submitted: Jan 15, 2018 10:57:36 AM EST)

Answer

- Pollution Liability â" yes
Cyber Liability â" yes
Builders Risk Insurance â" No
Crime â" No (Answered: Jan 22, 2018 1:26:47 PM EST)
- Pollution Liability -yes
Cyber Liability - yes
Builders Risk Insurance -No
Crime - No (Answered: Jan 23, 2018 7:18:54 PM EST)

[edit](#) 

Add to Answer:

Submit

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