

CITYWIDE TOWING SERVICES

Request for Qualifications # PD-21-03

General Information		
Project Cost Estimate	Not Applicable	N/A
Project Timeline	This contract shall be for an initial three year period with two additional three-year renewal terms.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	August 23, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on September 7, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable.	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS	5
1.1 NOTICE	5
1.1.1 VIRTUAL BID OPENING.....	5
1.2 PURPOSE	6
1.3 SCOPE OF WORK.....	6
1.3.1 GENERAL	6
1.3.2 SERVICES TO BE PROVIDED BY CONTRACTOR	7
1.3.3 RECORDS	8
1.3.4 THE COMPOUND	9
1.3.5 EQUIPMENT	10
1.3.6 TOWING & IMPOUNDING PROCEDURES	13
1.3.7 IMPOUNDED VEHICLES	13
1.3.8 RELEASING VEHICLES	14
1.3.9 FORFEITURE VEHICLES	15
1.3.10 PERSONAL PROPERTY	15
1.3.11 COMPENSATION AND METHOD OF PAYMENT	16
1.4 TERM	17
1.5 PROPOSAL SUBMISSION.....	17
Title Page:	17
Table of Contents:	17
Letter of Interest:.....	17
1.5.1 Proposal Requirements	18
Tab 1 – Experience and Ability:	18
Tab 2 – Size, Diversity, Condition and Location of the Fleet:	19
Tab 3 – Storage Facility and Locations:	19
Tab 4 – Proposer’s Background Information.....	19
Tab 5 – References:	20
Tab 6 - Other Completed Documents:	20
1.5.2 Additional Information	20
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS	20
1.6.1 Vendor Information Form.....	21



1.6.2	Form W-9 (Rev. October 2018).....	21
1.6.3	Sworn Statement on Public Entity Crimes Form.....	21
1.6.4	Local Vendor Preference Certification	21
1.6.5	Local Business Tax Receipts	21
1.6.6	Veteran Owned Small Business Preference Certification	21
1.6.7	Equal Benefits Certification Form	21
1.6.8	Vendor Drug-Free Workplace Certification Form	21
1.6.9	Scrutinized Company Certification.....	21
1.6.10	E-Verify System Certification Statement	21
1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	22
1.8	TENTATIVE SCHEDULE OF EVENTS	23
1.9	SUBMISSION REQUIREMENTS	23
SECTION 2 - INSURANCE REQUIREMENTS		25
SECTION 3 - GENERAL TERMS & CONDITIONS.....		31
3.1	EXAMINATION OF CONTRACT DOCUMENTS	31
3.2	CONFLICT OF INSTRUCTIONS	31
3.3	ADDENDA or ADDENDUM	31
3.4	INTERPRETATIONS AND QUESTIONS	31
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	31
3.6	WARRANTIES FOR USAGE	32
3.7	BRAND NAMES.....	32
3.8	QUALITY	32
3.9	SAMPLES.....	32
3.10	DEVELOPMENT COSTS	32
3.11	PRICING.....	32
3.12	DELIVERY POINT	32
3.13	TAX EXEMPT STATUS	32
3.14	CONTRACT TIME	32
3.15	COPYRIGHT OR PATENT RIGHTS	33
3.16	PUBLIC ENTITY CRIMES	33
3.17	CONFLICT OF INTEREST	33
3.18	FACILITIES	33
3.19	ENVIRONMENTAL REGULATIONS	33
3.20	SIGNATURE REQUIRED.....	34



3.21	MANUFACTURER’S CERTIFICATION.....	34
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	34
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	34
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	35
3.25	BID PROTEST	35
3.26	INDEMNIFICATION.....	35
3.27	DEFAULT PROVISION	35
3.28	ACCEPTANCE OF MATERIAL.....	36
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	36
3.30	SCRUTINIZED COMPANIES LIST.....	36
3.31	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	37
3.32	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	38
3.33	CONE OF SILENCE	38

ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer’s Background Information

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Towing Services Agreement**

Attachment F: References Form

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

Attachment H: 10 Miles Radius Rings



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:

RFQ # PD-21-03 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, September 7, 2021. 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, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedict, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines Police Department is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Citywide Towing Services inclusive of labor, materials and equipment, in accordance with the terms, conditions, and specifications contained in this solicitation. The City anticipated awarding this contract to a pool of vendors through a schedule that will be determined upon award and contract negotiation. The number of vendors to participate in the pool will be determined once the bid responses have been evaluated.

1.3 SCOPE OF WORK

1.3.1 GENERAL

1.3.1.1 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 Department and other designated personell. All the aforementioned towing to be provided for and during the term of this Agreement.

1.3.1.2 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.

1.3.1.3 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.

1.3.1.4 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.

1.3.1.5 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.

1.3.1.6 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.

1.3.2 SERVICES TO BE PROVIDED BY CONTRACTOR

1.3.2.1 CONTRACTOR shall tow, at no charge to and at the request of the CITY, all CITY owned and leased vehicles or vessels to either the CITY Police Department Headquarters located at 9500 Pines Blvd., Pembroke Pines, FL 33024, or a repair shop designed by the CITY, or any other specified City facility.

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



1.3.2.3 CONTRACTOR shall only be required to respond to those locations in Broward or Dade County to which CITY vehicles or vessels may travel.

1.3.2.4 CONTRACTOR shall tow, at no charge to the CITY, any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the CITY's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

1.3.2.5 CONTRACTOR shall tow, at no charge to the CITY, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a CITY right-of-way, at a CITY facility, or on CITY property, in violation of the CITY's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of the CITY's Police Department.

1.3.3 RECORDS

1.3.3.1 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.

1.3.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, 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.
6. Date of the request/tow.

1.3.3.3 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. The log shall include information such as:

1. Date, time, and location from which the vehicle or vessel was removed.
2. CITY designee or Police Officer requesting the tow.
3. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
4. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
5. The name of CONTRACTOR's designee responsible for the tow.
6. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
7. All notifications to owner or attempts to locate the owner or other legally authorized person.
8. Full inventory list of contents if applicable.

1.3.3.4 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 the agreement between the parties, 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 the agreement, which has remained in the CONTRACTOR's control for a period in excess of thirty (30) days.

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

1.3.4 THE COMPOUND

1.3.4.1 The CONTRACTOR will maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the CITY pursuant to, and during the period of the agreement (herein "Compound").

- 1.3.4.1.1 In compliance with §713.78, Florida Statutes, as may be



amended from time to time, CONTRACTOR's Compound shall:

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

1.3.4.2 The compound to be maintained by the CONTRACTOR shall be within a distance of not further than ten (10) miles **of Fire Station 89 13000 Pines Blvd, Pembroke Pines, FL 33027**. Please refer to Attachment H: 10 Miles Radius Rings.

1.3.4.3 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.

1.3.4.4 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.

1.3.4.5 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.

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

1.3.5 EQUIPMENT

1.3.5.1 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.

1.3.5.1.1 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.

1.3.5.1.2 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.

1.3.5.2 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:

1.3.5.2.1 The name, address, and telephone number of the establishment must be lettered in a professional manner on both sides of CONTRACTOR's wrecker vehicles.

1.3.5.2.2 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.

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

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

1.3.5.2.5 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

1.3.5.3 Wreckers will be classified as follows:

1.3.5.3.1 **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.

1.3.5.3.2 **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.

1.3.5.3.3 **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.

1.3.6 TOWING & IMPOUNDING PROCEDURES

1.3.6.1 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.

1.3.6.2 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.

1.3.6.3 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.

1.3.6.4 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.

1.3.7 IMPOUNDED VEHICLES



1.3.7.1 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.

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

1.3.7.2.1 Notifying the CITY Police Department, and requesting the names of the owners of the vehicle if CONTRACTOR has not received such information within twelve (12) hours after the impoundment of the vehicle;

1.3.7.2.2 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.

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

1.3.7.4 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.

1.3.8 RELEASING VEHICLES

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

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



1.3.8.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and CONTRACTOR shall provide such person with a copy of the vehicle storage receipt prepared by CITY. CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with the terms herein and Florida Statutes, as may be amended from time to time.

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

1.3.9 FORFEITURE VEHICLES

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

1.3.9.2 Payment for the cost of the original tow, daily storage fee, plus statutory charges, may be assessed at the conclusion of the forfeiture proceeding or upon settlement. Should the owner of the vehicle or vessel prevail at the forfeiture proceeding, the cost of the tow and storage charges shall be deducted from the monthly compensation amount to be paid by CONTRACTOR to CITY pursuant to Article 6 of the Agreement (**See Attachment E**). Should the CITY prevail, the owner of the vehicle shall be responsible for the payment of the applicable towing fee, storage charges, and statutory fees.

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

1.3.10 PERSONAL PROPERTY

1.3.10.1 The CONTRACTOR shall have its employee, representative, or agent review



the inventory of all personal property found 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.

1.3.10.2 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.

1.3.10.3 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.

1.3.10.4 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.

1.3.11 COMPENSATION AND METHOD OF PAYMENT

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

1.3.11.2 The CONTRACTOR shall directly bill the vehicle owner/operator for towing and storage charges as may be applicable.

1.3.11.3 Pursuant to Ordinance No. 1969, as may be amended from time to time, the contractor shall impose and collect a **twenty five percent (25%) Administrative Fee or Charge** on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.

1.3.11.4 Proceeding the initial month of service, the Contractor shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge due by the fourteenth of the following month, and every month thereafter.



1.4 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 periods** under the same terms and conditions.

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

List the following:

Subject: **RFQ # PD-21-03 "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

Table of Contents:

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

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.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Please note that submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

Tab 1 – Experience and Ability:

This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
2. The proposer must have a minimum of three (3) years of experience. Please provide proof of such experience as well as specific examples of similar contracts with other municipalities/government agencies.
3. The firm must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm with respect to accessibility to city requests and customers, ability to respond to city calls within the given times, communication and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the towing contract, including the relative experience of all professionals proposed for use on the team.
6. Explain the ability and experience of the field staff with specific attention to project related experience.
7. Please provide your general towing wrecker service license issued by Broward County as well as driver training and accreditation.
8. Please provide sufficient detail to demonstrate competency in the following areas:
 - a. Customer service, including customer service policies.
 - b. Record keeping, including customer billing and related financial administration.
9. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.



Tab 2 – Size, Diversity, Condition and Location of the Fleet:

Please provide a complete listing of equipment and vehicles that will be utilized by Contractor during the provision of services as described in this solicitation; please indicate the type, year, manufacturer and capability for each vehicle identified in the bid response. Additionally, Contractor must specify the status of ownership for each vehicle identified. Please specify whether the vehicle is owned or leased by Contractor, or whether a certain vehicle would need to be obtained by Contractor pursuant to a subcontract or rental agreement.

In addition, please advise on the location in which the fleet would be kept, for instance if certain vehicles will be kept at a certain location, such as the Contractor's facility or sub contractor's facility, please specify those vehicles and locations. In addition, if any vehicles would generally be located within the City or surrounding areas during certain times, please specify those vehicles, locations and times.

Tab 3 – Storage Facility and Locations:

Contractor must currently own or lease the tow/storage lot (i.e. the proposed Compound) to which vehicles will be towed pursuant to this solicitation. In order to submit a proposal, the Contractor must have a valid lease for the length of the initial contract period or own the property where the business and/or storage lot is located. A lease contingent on the award of this contract does not qualify as a valid lease agreement. Contractor must submit as part of their bid response a copy of the ownership or lease documents for the proposed tow/ storage lot. Inspection of each tow/ storage lot SHALL be performed by the City of Pembroke Pines personnel prior to the contract award. The site visits shall be scheduled after the bids have closed and the Evaluation Committee has been designated.

Please identify Contractor's proposed tow/ storage location(s) and storage capabilities, including but not limited to:

1. Whether the facility provides inside or outside storage.
2. Maximum amount of cars that can be stored inside and/or outside.
3. Security measures taken at each location to ensure proper protection of all motor vehicles (ex. Alarm system, gate, wall with barbed wire).
4. Documents evidencing ownership or lease of the property.
5. Contractor must submit detailed pictures of the facility/facilities, including but not limited to pictures of storage yard, towing vehicles, office spaces, etc.

Tab 4 – Proposer's Background Information

In this section, the proposer will submit documentation concerned with any past performance and integrity of its company. Accordingly, the proposer should provide all information as requested in:



1. Attachment C: Proposer's Background Information

Tab 5 – References:

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. Attachment F: References Form

Tab 6 - Other Completed Documents:

- 1. Attachment A: Contact Information Form**
- 2. Attachment B: Non-Collusive Affidavit**

1.5.2 Additional Information

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

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the Vendor Registration Packet to help facilitate the implementation process.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of the applicable qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they



bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

1.6.5 Local Business Tax Receipts

1.6.6 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.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.6.10 E-Verify System Certification Statement



- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

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 RFQ. 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
Experience and Ability	35 points
Size, Diversity, Condition and Location of the Fleet	20 points
Storage Facility and Locations	20 points
Proposer’s Background Information	10 points
References	10 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 shall also make site visits to all applicable towing/storage lots.
- E. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to a pool of vendors whose proposals are 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)	August 10, 2021
Pre-Bid Meeting	N/A
Question Due Date	August 23, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	August 26, 2021
Proposals will be accepted until	2:00 p.m. on September 7, 2021
Proposals will be opened at	2:30 p.m. on September 7, 2021
Evaluation of Proposals by Staff	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 September 7, 2021.

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.



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

2.1 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 attorneys' 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.

2.2 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 any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 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.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 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, 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 neither 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.



2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. 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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

Yes No

- ✓ ☐ 2.6.2 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 all 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.



Yes No

- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired 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 the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ☐ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

- ☐ ✕ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- ✓ ☐ 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

Yes No

- ☐ ✕ 2.6.7 Cyber Liability including Network Security and Privacy Liability 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. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

- ☐ ✕ 2.6.8 Crime Coverage 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 CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ✓ ☐ 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.



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

Yes No

- ☐ **x** 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- ☐ **x** 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

- ☐ **x** 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement 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.



If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 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.

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

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

2.10 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.



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, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

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



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

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

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **PD-21-03** 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) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Background Information	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>
Copy of ownership or lease documents of towing compound	Yes <input type="checkbox"/>
Pictures of facility, including but not limited to storage yard, towing vehicles, office spaces, etc.	Yes <input type="checkbox"/>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
E-Verify System Certification Statement	Yes <input type="checkbox"/>



City of Pembroke Pines

Attachment B

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

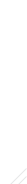
Title

Name of Company

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.



2) At what address was that business located?



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



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



5) 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.

- 6) 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.

- 7) 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).

- 8) 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.

- 9) 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.

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

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

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, in 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 may 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"/> <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>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
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
601 City Center Way
Pembroke Pines FL 33025

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



TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is dated this ____ day of _____, 2021, and is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida, with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«**Vendor_Name_Upper_Case**», a «**Vendor_Business_Type**», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «**Vendor_Corporate_Address_Line_1**», «**Vendor_Corporate_Address_Line_2**» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

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

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

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



the vehicles or vessels.

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

«**Solicitation_Type_Abbreviation**» # «**Solicitation_Number**»
“**Citywide Towing Services**”

1.6 On «**Bid_Opening_Date**», the bids were opened at the offices of the City Clerk.

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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 GENERAL

2.1.1 CONTRACTOR, for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the CITY, as directed by authorized representatives of the CITY's Police Department.

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

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

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

2.1.6 CONTRACTOR agrees to permit members of the CITY's Police and Public Service Departments or other authorized CITY personnel to inspect its compound(s), equipment,



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

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

2.2 SERVICES TO BE PROVIDED BY CONTRACTOR

2.2.1 CONTRACTOR shall tow, at no charge to and at the request of the CITY, all CITY owned and leased vehicles or vessels to either the CITY Police Department Headquarters located at 9500 Pines Blvd., Pembroke Pines, FL 33024 ("Police Department Headquarters"), or a repair shop designated by the CITY.

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

2.2.1.2 CONTRACTOR shall only be required to respond to those locations in Broward or Dade County to which CITY vehicles or vessels may travel.

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

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

2.3 RECORDS

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



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

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

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

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. CITY designee or Police Officer requesting the tow.
- c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.
- d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
- e. The name of CONTRACTOR's designee responsible for the tow.
- f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
- g. All notifications to owner or attempts to locate the owner or other legally authorized person.
- h. Full inventory list of contents if applicable.

2.3.4 CONTRACTOR shall provide to the CITY's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the CONTRACTOR's lots for a period in excess of thirty (30) days.

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

ARTICLE 3

MINIMUM STANDARDS



3.1 THE COMPOUND

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

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

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

3.1.2 The Compound to be maintained by the CONTRACTOR shall be located within a distance of not further than ten (10) miles from Fire Station 89 located at 13000 Pines Blvd, Pembroke Pines, FL 33027.

3.1.3 CONTRACTOR shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the CITY's Police Department or its representatives. In addition, the CONTRACTOR agrees to make available adequate personnel to staff the Compound from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. CONTRACTOR further agrees to provide on-call personnel to release vehicles or vessels between 7:00 p.m. and 7:00 a.m.

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

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

3.1.6 CONTRACTOR shall not change the Compound location without first gaining



written permission from the CITY's Police Department.

3.2 EQUIPMENT

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

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

3.2.1.2 CONTRACTOR shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the CONTRACTOR's base station and all tow and service trucks utilized in providing the CITY with towing service. The two-way radios will not be tuned to any police frequencies.

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

3.2.2.1 The name, address, and telephone number of the establishment shall be lettered in a professional manner and affixed to both sides of the CONTRACTOR's wrecker.

3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color, and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.

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

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

3.2.2.5 The following additional equipment shall be found in or on all of the CONTRACTOR's towing or wrecker vehicles:

- a. Dollies.
- b. At least one (1) heavy duty push broom and shovel.



- c. Flood lights on hoist.
- d. One (1) axe.
- e. One (1) crowbar or pry-bar.
- f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
- g. One (1) pair of bolt cutters.
- h. One (1) set of jumper cables.
- i. One (1) four-way lug wrench.
- j. One (1) flashlight.
- k. One (1) set of red reflectors.
- l. One (1) set of three portable reflectors.
- m. Five (5) thirty (30) minute fuses.
- n. Two (2) red flags at least 1' X 1'.
- o. Tire plug kits.
- p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

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

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

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

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



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

- a. Tow truck shall have a minimum capacity of not less than twenty-five thousand (25,000) pounds GVW.
- b. Boom capacity of not less than twelve and one-half (12 1/2) tons independently to twenty-five (25) tons jointly.
- c. Power winch pulling capacity of not less than twenty-five (25) tons.
- d. Double booms constructed so as to permit separating, each boom to operate independently or jointly or single boom hydraulic with rating of twenty-five (25) tons.
- e. Minimum of two hundred feet (200') of at least 9/16 inch cable.
- f. Airbrakes constructed so as to lock all wheels automatically upon failure of same.
- g. Cradle tow plate or tow sling to pick up vehicles or vessels. Cradle tow plate to be equipped with safety chain.
- h. Dual wheels.

ARTICLE 4

TOWING AND IMPOUNDING PROCEDURES

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

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

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

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

4.5 IMPOUNDED VEHICLES

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



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

4.5.2.1 Notifying the CITY Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if CONTRACTOR has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

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

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

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

4.6 RELEASING VEHICLES

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

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

4.6.3 Persons who make application for the release of towed and/or stored vehicles or



vessels shall be required to present proof of ownership by presentation of a title or registration and CONTRACTOR shall provide such person with a copy of the vehicle storage receipt prepared by CITY. CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

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

4.7 FORFEITURE VEHICLES

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

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

ARTICLE 5 **PERSONAL PROPERTY**

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

5.2 CONTRACTOR shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.



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

5.4 CONTRACTOR agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or other legally authorized person responsible for the vehicle. CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, for CITY vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

ARTICLE 6

COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE 7

TERM AND TERMINATION



7.1 CONTRACTOR shall perform the services as identified herein, for an initial **three (3) year** which shall commence on «**Commencement_Date**» and naturally expire on «**Termination_Date**».

7.2 This Agreement may be renewed for **two (2) additional three (3) year terms** upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

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

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

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

7.5.1 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 CONTRACTOR from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of CITY's Police Department.

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

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the



resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission on behalf of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

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

8.2 GENERAL INSURANCE PROVISIONS

8.2.1 CONTRACTOR 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 required.

8.2.2 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 any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2.3 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.

8.2.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

8.2.5 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, 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 neither 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.

8.2.6 CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement.

Yes No

✓ ☐ 8.2.7 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. 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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 8.2.8 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



all 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 for CITY to exempt CONTRACTOR.

Yes No

- ✓ ☐ 8.2.9 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired 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 the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ✗ 8.2.9.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 8.2.10 Umbrella/Excess Liability Insurance in the amount of \$2,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✗ 8.2.11 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of



service to the CITY.

Yes No

- ✓ ☐ 8.2.12 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 8.2.13 Cyber Liability including Network Security and Privacy Liability 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. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 8.2.14 Crime Coverage 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 CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ✓ ☐ 8.2.15 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles, including damage to any towed or stored vehicle (including theft). Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 8.2.16 Liquor Liability for those in the business of selling, serving or furnishing of any



alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 8.2.17 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 8.2.18 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement 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.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ☐ * 8.2.19 Other Insurance

8.3 REQUIRED ENDORSEMENTS.

- 8.3.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.3.2 Waiver of all Rights of Subrogation against the CITY.
- 8.3.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.



- 8.3.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.3.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 8.3.6 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.

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

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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal



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

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 12

UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the



State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

BANKRUPTCY

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

ARTICLE 16

MERGER; AMENDMENT

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

ARTICLE 17

DEFAULT OF CONTRACT & REMEDIES

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

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

17.3 **Correction of Services.** If, in the judgment of CITY, services provided by CONTRACTOR do not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the service to bring the services into



conformance without additional cost to CITY, and shall replace any personnel whom fails to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of service.

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

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

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

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

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

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

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



ARTICLE 18

PUBLIC RECORDS

18.1 The City of 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:

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

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

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

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025**



(954) 450-1050
mgraham@ppines.com

ARTICLE 19

SCRUTINIZED COMPANIES

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):



- ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
- ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, 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. Case 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 case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ 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; or
- ☐ CONTRACTOR is a governmental agency.

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

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

20.4 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 of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement,



contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

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

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

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

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

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

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

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

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status



of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

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

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

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit



or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR	«Vendor_Contact_Title» «Vendor_Name» «Vendor_Physical_Contact_Address_Line_1» «Vendor_Physical_Contact_Address_Line_2» E-mail: «Vendor_Email» Telephone No: «Vendor_Phone_Number» Cell phone No: «Vendor_Cell_Number» Facsimile No: «Vendor_Fax_Number»

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

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



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

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

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

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

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

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

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

SIGNATURE PAGE FOLLOWS



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____
CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

Signed By: _____

Print Name: _____

Title: _____



Exhibit A
RFP#



Exhibit B
Copy of Contractor's Proposal



Exhibit C
Broward County Maximum Towing Rates

REFERENCES FORM

Provide specific examples of similar contracts. References 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 of Contractor Performing the work: |

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: |

REFERENCES FORM

Provide specific examples of similar contracts. References 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 of Contractor Performing the work: 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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Maximum Nonconsent Towing Rates Summary Table

	FY 2019 • Oct. 1, 2018 – Sep. 30, 2019	FY 2020 • Oct. 1, 2019 – Sep. 30, 2020	FY 2021 • Oct. 1, 2020 – Sep. 30, 2021
	CPI = 2.3%	CPI = 5%, Max Increase = 3%	CPI = 0.9%
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION	PRIVATE PROPERTY TOWS		
	Class A Vehicle		
TOWING FEE	\$126.72	\$130.52	\$131.70
STORAGE FEE (PER 24 HOURS)	\$25.35	\$26.11	\$26.35
ADMINISTRATIVE FEE	\$31.68	\$32.63	\$32.92
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	Class B Vehicle		
TOWING FEE	\$184.79	\$190.33	\$192.05
FLATBED TOWING FEE	\$205.92	\$212.10	\$214.01
STORAGE FEE (PER 24 HOURS)	\$45.41	\$46.77	\$47.19
ADMINISTRATIVE FEE	\$31.68	\$32.63	\$32.92
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$184.79 per person	\$190.33 per person	\$192.05 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class C Vehicle		
TOWING FEE	\$316.79	\$326.29	\$329.23
FLATBED TOWING FEE	\$340.02	\$350.22	\$353.37
STORAGE FEE (PER 24 HOURS)	\$52.80	\$54.38	\$54.87
ADMINISTRATIVE FEE	\$31.68	\$32.63	\$32.92
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$316.79 per person	\$326.29 per person	\$329.23 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class D Vehicle		
TOWING FEE	\$422.40	\$435.07	\$438.99
FLATBED/LOWBOY TOW FEE	\$340.02	\$350.22	\$353.37
STORAGE FEE (PER 24 HOURS)	\$52.80	\$54.38	\$54.87
ADMINISTRATIVE FEE	\$31.68	\$32.63	\$32.92
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$105.59 per person	\$108.76 per person	\$109.74 per person
LABOR FEE (PER 1/4 HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)

Maximum Nonconsent Towing Rates Summary Table

	FY 2019 • Oct. 1, 2018 – Sep. 30, 2019	FY 2020 • Oct. 1, 2019 – Sep. 30, 2020	FY 2021 • Oct. 1, 2020 – Sep. 30, 2021
	CPI =2.3%	CPI=5%, Max Increase =3%	CPI= 0.9%
ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION	TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES		
	Class A Vehicle		
TOWING FEE (FIRST 15 MINUTES)	\$137.28	\$141.40	\$142.67
EACH ADDITIONAL 30 MINUTES OR	\$58.08	\$59.82	\$60.36
INDOOR STORAGE (PER 24 HOURS)	\$31.68	\$32.63	\$32.92
OUTDOOR STORAGE (PER 24 HOURS)	\$25.35	\$26.11	\$26.35
ADMINISTRATIVE FEE	\$31.68	\$50.00	\$50.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	Class B Vehicle		
TOWING FEE	\$184.79	\$190.33	\$192.05
FLATBED TOWING FEE	\$205.92	\$212.10	\$214.01
STORAGE FEE (PER 24 HOURS)	\$45.41	\$46.77	\$47.19
ADMINISTRATIVE FEE	\$31.68	\$50.00	\$50.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$184.79 per person	\$190.33 per person	\$192.05 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class C Vehicle		
TOWING FEE	\$316.79	\$326.29	\$329.23
FLATBED TOWING FEE	\$340.02	\$350.22	\$353.37
STORAGE FEE (PER 24 HOURS)	\$52.80	\$54.38	\$54.87
ADMINISTRATIVE FEE	\$31.68	\$50.00	\$50.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$316.79 per person	\$326.29 per person	\$329.23 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class D Vehicle		
TOWING FEE	\$422.40	\$435.07	\$438.99
FLATBED/LOWBOY TOWING FEE	\$340.02	\$350.22	\$353.37
STORAGE FEE (PER 24 HOURS)	\$52.80	\$54.38	\$54.87
ADMINISTRATIVE FEE	\$31.68	\$50.00	\$50.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$105.59 per person	\$108.76 per person	\$109.74 per person
LABOR FEE (PER 1/4 HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	After-Hours Access Fee - Government Directed/Performed Tows Only		
	N/A	\$100	\$100

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ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION	TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES		
	All Vehicle Classes		
IMMOBILIZATION	\$68.64	\$70.70	\$71.34
Road Service			
CLASS A	\$42.24	\$43.51	\$43.90
CLASS B	\$59.13	\$60.90	\$61.45
CLASS C	\$76.56	\$78.86	\$79.57
CLASS D	\$76.56	\$78.86	\$79.57
Winch Recovery			
CLASS A	\$105.59 (first 30 minutes) \$52.80 (each additional 30 minutes)	\$108.76 (first 30 minutes) \$54.38 (each additional 30 minutes)	\$109.74 (first 30 minutes) \$54.87 (each additional 30 minutes)
CLASS B	\$184.79 (first 30 minutes) \$92.40 (each additional 30 minutes)	\$190.33 (first 30 minutes) \$95.17 (each additional 30 minutes)	\$192.04 (first 30 minutes) \$96.03 (each additional 30 minutes)
CLASS C	\$316.79 (first 30 minutes) \$158.40 (each additional 30 minutes)	\$326.29 (first 30 minutes) \$163.15 (each additional 30 minutes)	\$329.23 (first 30 minutes) \$164.62 (each additional 30 minutes)
CLASS D	\$422.40 (first 30 minutes) \$211.20 (each additional 30 minutes)	\$435.07 (first 30 minutes) \$217.54 (each additional 30 minutes)	\$438.99 (first 30 minutes) \$219.50 (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 \$5.34 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 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.

