

**REQUEST FOR PROPOSAL  
(RFP) # FY 2011-2012-012**

**FRANCHISE TOWING SERVICES**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
GENERAL SERVICES/PURCHASING DEPARTMENT AND  
POLICE DEPARTMENT**

**NOTICES TO PROSPECTIVE PROPOSERS**  
**MANDATORY PRE-PROPOSAL MEETING**

LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS RFP. SEE PAGE 41.

**THERE WILL BE A MANDATORY PRE-PROPOSAL MEETING SCHEDULED FOR THURSDAY, JANUARY 12, 2012 @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA, 33009.**

ATTENDANCE AT THE PRE-PROPOSAL MEETING IS **MANDATORY**. PLEASE MAKE SURE YOUR FIRM ATTENDS THE MANDATORY PRE-PROPOSAL MEETING AND SIGNS IN. THE ATTENDANCE SHEET WILL SERVE TO ASCERTAIN ATTENDANCE BY YOUR FIRM.

**PLEASE REVIEW THE RFP AND BRING YOUR QUESTIONS TO THE MANDATORY MEETING SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL MEETING YOUR RESPONSE SUBMISSION WILL NOT BE ACCEPTED.

**REQUEST FOR PROPOSAL DUE DATE: FRIDAY, JANUARY 20, 2012 BY NO LATER THAN 4:00 P.M – RFP # FY2011-2012-012 FRANCHISE TOWING SERVICES.**

**PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Provide a letter on your company's letterhead indicating your firm has a minimum of five (5) years of experience providing the services requested in this RFP. The firm responding must possess a minimum of five (5) years experience under its current business name.
- For firms to be considered it must have a base of operation and auto storage facility located within five (5) miles from any point of the City's boundaries during all of the terms of the agreement. Provide information from which point of the City your Firm is counting the five (5) miles. Provide proof of ownership of location or lease agreement for the storage facilities with submittal of proposal. The storage facility and base of operation must be located in Broward County.
- For firms to be considered it must own all required vehicles for operation and provision of services as outlined in the RFP. Firm must provide proof of ownership with submittal of proposal and provide the registration information for each vehicle owned.

- Provide five (5) references of services provided of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number for which the services were provided. The City will call the names and numbers provided as the references for the rating criteria.
- Firms must be properly licensed in the State of Florida and hold the applicable licenses for Broward County.

**IF THE MINIMUM QUALIFICATION REQUIREMENTS ABOVE ARE NOT MET THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**CONTRACT TERM:**

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. **Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.**

There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract term, including renewals, is five (5) years.

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

**CONTRACT COST:**

No fee increases will be accepted during the initial contract period of one (1) year.

**COST ADJUSTMENTS:**

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

The top ranked firm(s) will be required to appear before the City Commission to answer questions about their submission.

**CONTRACT DEDUCTIONS:**

Upon the occurrence of any acts or omissions not provided as required by the Performance Standards listed below, deductions may be assessed in whole or in part, against the Contractor in the amount indicated below, for each occurrence and for each day the

occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the Contract Administrator shall provide the Contractor with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due to the Contractor.

The Contractor must provide the City, within five (5) calendars days from Commission meeting of award of contract, a cash performance bond in the amount of \$2,000.00, which is to be held by the City in escrow during the term of the Agreement.

A) Deduction of one-hundred dollars (\$100) of the cash performance bond to the City.

1. The Contractor fails to answer a Police call within thirty (30) minutes to tow or to open the compound.
2. The Contractor fails to respond to a call for a wrecker with sufficient equipment to remove a wrecked or abandoned vehicle.
3. The Contractor has improperly charged for towing, storage or other items associated with the Agreement.

**END OF SECTION**

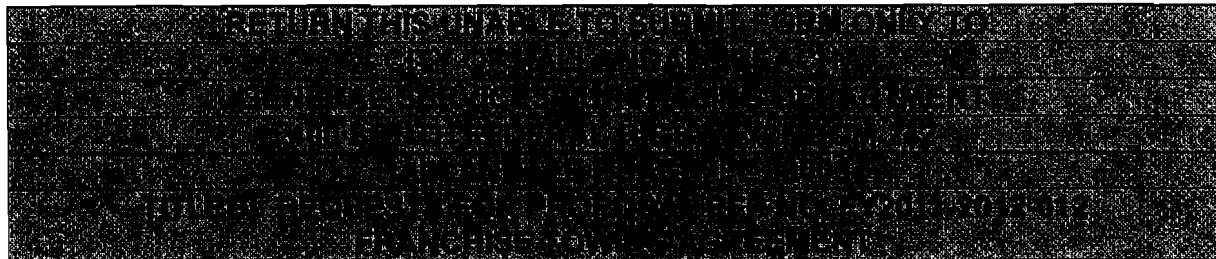
UNABLE TO SUBMIT A REQUEST FOR PROPOSAL? We sincerely hope this is not the case. If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

WE \_\_\_\_\_ HAVE RECEIVED THE RFP  
(COMPANY NAME)

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:


COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (     )	
EMAIL ADDRESS:	



## LIST OF ADMINISTRATORS

1.	<b>CITY MANAGER</b>
	<b>Mark Antonio, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
2.	<b>CHIEF OF POLICE</b>
	<b>Dwayne Flournoy, Chief</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1411</b>
3.	<b>MAJOR</b>
	<b>Ken Cowley, Major– Administrative Services Division</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1434</b>
5.	<b>GENERAL SERVICES/PURCHASING DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332</b>
	<b>(OR)</b>
6.	<b>GENERAL SERVICES/PURCHASING SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>

---

**PUBLIC ENTITY CRIME FORM**

**NOTICE OF REQUEST FOR PROPOSAL**

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

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

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

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

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2012

## **TABLE OF CONTENTS**

	<b>RFP – COVER PAGE</b>	<b>1</b>
	<b>NOTICES TO PROSPECTIVE PROPOSERS</b>	<b>2-4</b>
	➤ <b>ONE (1) MANDATORY PRE-PROPOSAL MEETING</b>	
	<b>UNABLE TO SUBMIT REQUEST FOR PROPOSAL (RFP) FORM</b>	<b>5</b>
	<b>LIST OF CITY ADMINISTRATORS AND DEPARTMENT'S LIAISONS</b>	<b>6</b>
	<b>PUBLIC ENTITY CRIME FORM</b>	<b>7</b>
	<b>TABLE OF CONTENTS</b>	<b>8</b>
<b>I.</b>	<b>PURPOSE AND INTENT OF REQUEST FOR PROPOSAL (RFP)</b>	<b>9</b>
<b>II.</b>	<b>ADDITIONAL BACKGROUND INFORMATION</b>	<b>9</b>
<b>III.</b>	<b>PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS</b>	<b>9</b>
<b>IV.</b>	<b>QUESTIONS REGARDING THE RFP</b>	<b>10</b>
<b>V.</b>	<b>CONE OF SILENCE</b>	<b>10</b>
<b>VI.</b>	<b>LOBBYIST REGISTRATION</b>	<b>10</b>
<b>VII.</b>	<b>CONTRACT TERM</b>	<b>11</b>
<b>VIII.</b>	<b>CONTRACT COST</b>	<b>11</b>
<b>IX.</b>	<b>SCRUTINIZED COMPANIES</b>	<b>11</b>
<b>X.</b>	<b>SUBMISSION OF PROPOSALS</b>	<b>11-14</b>
	<b>REQUESTS FOR PROPOSAL (RFP) TENTATIVE SCHEDULE</b>	<b>15</b>
<b>XI.</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>16</b>
<b>XII.</b>	<b>DEFINITIONS</b>	<b>16</b>
<b>XIII.</b>	<b>SUBMISSION AND RECEIPT OF PROPOSALS</b>	<b>17-24</b>
<b>XIV.</b>	<b>TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES</b>	<b>25-39</b>
<b>XV.</b>	<b>EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS</b>	<b>40-41</b>
<b>XVI.</b>	<b>REVENUE FORM</b>	<b>42-44</b>
	<b>VARIANCES</b>	<b>44</b>
	<b>PROPOSAL SUBMISSION EXECUTION SHEET</b>	<b>45</b>
	<b>CITY'S CONTRACT</b>	<b>46-64</b>



---

**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE**

Pursuant to Hallandale Beach City Code, 23-32, Leases and Franchises, and 28-172, Towing Franchise, the City of Hallandale Beach seeks to identify qualified firms with substantial experience and capabilities to perform towing services. The City desires to contract with a firm to provide towing and storage of vehicles; towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Enforcement Department. The contract to be awarded is not an exclusive contract.

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

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

Firms to be considered must have a base of operation and auto storage facility located within five (5) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.

**II. ADDITIONAL BACKGROUND INFORMATION**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

**III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Provide a letter on your company's letterhead indicating your firm has a minimum of five (5) years of experience providing the services requested in this RFP. The firm responding must possess a minimum of five (5) years experience under its current business name.
- For firms to be considered it must own all required vehicles for operation and provision of services as outlined in the RFP. Firm must provide proof of ownership with submittal of proposal and provide the Registration Information for each vehicle owned.

- For firms to be considered it must have a base of operation and auto storage facility located within five (5) miles from any point of the City's boundaries during all of the terms of the agreement. Provide information from which point of the City your Firm is counting the five (5) miles. Provide proof of ownership of location or lease agreement for the storage facilities with submittal of proposal. The storage facility and base of operation must be located in Broward County.
- Provide five (5) references of services provided of a similar size, scope and complexity that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number for which the services were provided. The City will call the names and numbers provided as the references for the rating criteria.
- Firms must be properly licensed in the State of Florida and hold the applicable licenses for Broward County.

IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

#### **IV. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact via email the Purchasing Department at [alues@cohb.org](mailto:alues@cohb.org).

Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

#### **V. CONE OF SILENCE:**

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight (48) hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight (48) hours before the date set for a decision on a matter.

#### **VI. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**VII. CONTRACT TERM:**

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. **Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.**

There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract term, including renewals, is five (5) years.

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

**VIII. CONTRACT COST:**

No cost increase will be accepted during the initial contract period of one (1) year.

**IX. SCRUTINIZED COMPANIES**

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

**X. SUBMISSION OF PROPOSALS**

The following format must be followed for the submission of firm's responses to the RFP.

The outline for items # 1 through # 13 below must be followed since the Evaluation Committee will read your company's responses as the basis for its evaluation.

Provide five (5) complete proposals and one (1) electronic true and exact copy on a CD to include the following:

1. Title Page

It should show the request for proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

**With this title page your firm must also clearly provide all the information required to meet the Proposal's Minimum Qualification Requirements requested on pages 2-3. It may be provided as an attachment or a continuation of the title page.**

2. Table of Contents

3. Transmittal Letter

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

4. General Requirements

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

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

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1 through 13 represent the criteria against which the Proposal will be evaluated.

5. License to Practice in Florida and Broward County

An affirmative statement should be included indicating that the firm and all assigned key professional staff possess all licenses and certifications required to provide the requested services in the State of Florida and Broward County.

6. Firm Qualifications and Experience

Indicate the firm's number of years of experience in providing the required services for the removal, storage and/or disposal and salvage of vehicles, junk vehicles, abandoned vehicles, trailers and boats, etc., as described in this RFP.

The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the staff to be employed for the City's Project on a full-time basis, and the number of the staff to be employed on a part-time basis.

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

Provide a list of government and private clients your firm has on contract through 2016. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.

7. Team's Experience/Qualification

- Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.
- List all similar services undertaken in the past two (2) years. Describe the scope of each service and the revenue paid. Describe the responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to the services provided in relation to the projects.
- Provide the name(s) of the person, within your organization who was most actively responsible with managing each project.
- List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

8. Project Manager's Experience

- Provide a comprehensive summary of the experience and qualification of the individual(s) who are proposed to serve as the Project Manager(s) for the City's Contract. These individuals must have a minimum of (5) five years experience in their designated professional specialization.
- List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

9. Past Performance (References)

Provide five (5) references of projects of a similar size, scope and complexity that have been completed by your company within the last five (5) years which demonstrate the experience of the company and team that will be assigned to provide the services as required by this Project. Please provide the following information for reference:

- Client name, address, phone number, email.
- Description of the scope of work.
- Yearly Revenue paid.

10. Proposer's Approach to the Project

Proposer should demonstrate in their Proposal the approach to the Project for the work required under this Project, including, but not limited to, staffing and manpower requirements, proposed schedules, performance benchmarks, etc.

11. Financial Resources

Provide evidence of your company's financial stability and sufficient financial resources to complete a project of this scope.

Please advise if there are any anticipated changes of ownership or control of your company.

12. Training and Support

Training and support are a consideration in awarding this proposal. Include any and all training your company provides staff with your proposal. This could be in the form of a list of training courses, manuals and/or certifications required for staff during a year.

13. Revenue Fee

See Revenue Form on page 44.

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

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

RFP ADVERTISING DATE	FRIDAY, DECEMBER 16, 2011
RFP DOCUMENT RELEASED	FRIDAY, DECEMBER 16, 2011
MANDATORY PRE-PROPOSAL MEETING	THURSDAY, JANUARY 12, 2012 AT <u>11:00 AM</u>
QUESTIONS	WILL ONLY BE ANSWERED AT MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULED ON THURSDAY, JANUARY 12, 2012 AT <u>11:00 AM</u>
RFP DEADLINE FOR RECEIPT OF PROPOSALS	FRIDAY, JANUARY 20, 2012 BY NO LATER THAN <u>4PM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

---

## **XI. GENERAL TERMS AND CONDITIONS**

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

## **XII. DEFINITIONS**

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

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

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

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

**“Local Business”** pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, business who maintains a place of business within the City limits; business who maintains a place of business within the County; business who maintains a place of business within the State of Florida, in this order.

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

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

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

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

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

**“Successful Proposer”** means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.



### **XIII. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
4. **THERE WILL BE ONE (1) MANDATORY PRE-PROPOSAL MEETING:**  
**SCHEDULED FOR THURSDAY, JANUARY 12, 2012, @ 11:00 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA, 33009.**

**ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY. PLEASE MAKE SURE YOUR FIRM ATTENDS THE MANDATORY PRE-PROPOSAL MEETING AND SIGNS IN. THE ATTENDANCE SHEET WILL SERVE TO ASCERTAIN ATTENDANCE BY YOUR FIRM.**

**PLEASE REVIEW THE RFP AND BRING YOUR QUESTIONS TO THE MANDATORY MEETING SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

**IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL MEETING YOUR RFP SUBMISSION WILL NOT BE ACCEPTED.**

5. **PROPOSERS MUST PROVIDE FIVE (5) COMPLETE SETS OF PROPOSALS AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD.**

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT, EXECUTIVES OFFICES
400 SOUTH FEDERAL HIGHWAY, 2 <sup>ND</sup> FLOOR
HALLANDALE BEACH, FL 33009
TITLED: REQUESTS FOR PROPOSAL CONTRACT RFP NO. FY2011-2012-012 FRANCHISE TOWING SERVICES

**NOTE: Failure to comply with all items stated in the RFP may be cause for rejection of the Proposal.**

**6. DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

**IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: FRIDAY, JANUARY 20, 2012 BY NO LATER THAN 4:00 P.M.**

**7. BID GUARANTEE AND BOND REQUIREMENTS:**

**Bid Guarantee.** Each Proposer must submit with his/her proposal, a bid guarantee in the form of a Bid Bond, Certified Check, Cashier Check, in the amount of five percent (5%) of the total first year revenue that is payable to the City of Hallandale Beach.

The Contractor must provide the City, within five (5) calendars days from Commission meeting of award of contract, a cash performance bond in the amount of \$2,000.00, which is to be held by the City in escrow during the term of the Agreement.

**8. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of Proposal opening, unless otherwise stated by the City.

**9. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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

10. **ADDENDA AND MODIFICATIONS:**

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

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage: [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

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

11. **BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of materials **ONLY**. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "**OR APPROVED EQUAL OR SIMILAR**" is added.

However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within the proposal and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) proposed. The City shall be the sole judge concerning the merits of proposals submitted.

12. **QUALITY:**

All materials used for the manufacture of any supplies, materials or equipment covered by this proposal shall be high quality and highest grade of workmanship.

**13. ACCEPTANCE OF MATERIAL:**

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

**14. VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, Proposer **MUST** indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

**15. PERFORMANCE:**

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

**16. DELIVERY:**

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

**17. DEFAULT PROVISION:**

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

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

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

**19. SAFETY AND SITE STANDARDS:**

The Proposer warrants that the service & products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract. Firm shall maintain a clean site at all times and adhere to all current O.S.H.A. requirements.

**20. TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

**21. FAILURE TO SUBMIT PROPOSAL:**

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

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

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

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

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

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

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

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

25. **OMISSION OF INFORMATION:**

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

26. **SAMPLE FORM CONTRACT:**

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

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

The City will inspect facilities where services are to be provided.

28. **PROPOSER'S COSTS**

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

29. **INVOICES/PAYMENT**

Contractor shall submit invoices detailing billing costs per hour no more than on a monthly basis, following commencement of work.

30. **NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

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

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

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression,

national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

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

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

### **31. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**

#### **Protests**

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

#### **Time for Protest**

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

Costs

All costs accrued from a protest shall be assumed by the protestor.

Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

32. ENCLOSURES:

One (1) complete set of General Instructions  
Specifications and Proposal Forms  
Form Contract including Insurance Requirements  
Public Entity Crime Form



#### **XIV. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

##### **Storage Facilities and owner notification**

- a. The Contractor must have a storage facility and base of operation located within five (5) miles of the City's boundaries during all of the terms of the agreement. The storage facility and base of operation must be in Broward County.
- b. The Contractor must have outside storage capacity for seventy-five (75) vehicles, properly spaced to provide access for removal or addition of vehicles. The outside storage must have a durable surface, properly drained to prevent standing water.
- c. The Contractor must have inside storage capacity for two (2) vehicles which must be dedicated to the City and shall be properly spaced to provide access for removal or addition of vehicles. The inside storage must have a paved floor, either concrete or asphalt, and must be free of dirt, standing water, vegetation and/or articles inappropriate to or inconsistent with the operation of a towing service. The inside storage must provide an area of a minimum of 12' x 12' per vehicle, with at least an 8' ceiling. The inside storage shall have proper lighting and ventilation to conform to OSHA safety standards to permit processing of vehicles. The inside structure must provide complete protection from weather and unauthorized entry. The facility shall be owned or leased and proof of ownership or lease shall be provided with the firm's response.
- d. The facility shall be properly zoned in accordance with the applicable codes for the services that will be provided.
- e. All storage facilities shall be secured from unauthorized entry at all times. Inside storage shall be open to the City's Police Department.
- f. The Contractor will be responsible for storage of vehicles for the period prescribed by law, to keep them safe from damage, theft and property loss.
- g. Contractor will be responsible for all thefts and damage to stored vehicles occurring while the vehicles are in its possession.
- h. The Contractor must have office facilities which shall be a permanent structure and which shall include, but not be limited to, a telephone, fax, email and rest room facilities. The location shall have the name and address in front of the building. Twenty-four (24) hour service for release of a towed vehicle shall be available.
- i. The office and storage areas shall be easily accessible to the general public.
- j. Vehicles designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, no higher rate than the outside storage rate shall be charged. If inside storage is necessary, approval must be given by the impounding Officer or his/her supervisor.

---

### **City Owned/Leased Vehicles**

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

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

- a. Police action includes, but is not limited to, accidents, stolen vehicles, criminal offenses, traffic and parking violations. In Police action tows, the motor vehicle operator or owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit 1. The City shall not be responsible for charges imposed.
- b. Code Enforcement action will include, but not be limited to, abandoned or derelict vehicles or property, including vehicles and boats on trailers. In Code Enforcement tows, the motor vehicle or boat owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit 1. The City shall not be responsible for charges imposed.
- c. In addition to the charge to the owner or operator for towing and storage of any vehicle or property as a result of Code Enforcement action, Contractor will collect a fifty dollar (\$50) administrative fee upon release of the vehicle, which will be remitted to the City quarterly. Payment shall be identified separately from the quarterly franchise fee payment. The City shall have the right to pursue alternate means to collect the fee, in its discretion, but such alternate means shall not relieve Contractor of its responsibility to collect the fee as herein provided. No fees will be remitted to the City unless the vehicle is claimed by the owner and the fee paid to Contractor, or the Contractor fails to bill for the appropriate fee and fails to collect it.
- d. Owner or authorized agent of vehicle shall be allowed to remove personal unattached property from vehicle on a one time only basis at no additional charge subject to signing a receipt which lists the removed unattached property.
- e. The City will not be responsible for the collection or payment of any charge for services rendered by reason of Contractor having been dispatched relative to this Agreement. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.
- f. The City reserves the right to cancel a request for services from Contractor at any time, including, up to the time of hook-up. Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

- g. In the event of a fee dispute, the City reserves the right to ensure that the fees provided in the Agreement are being charged and if not, to adjust the charge in accordance with the Agreement. Contractor shall provide reimbursement to the party that the City deems in its sole discretion requires an adjusted charge and the adjusted, overcharged and/or improperly charged party shall be mailed its reimbursement within ten days from the date the City adjusted the charge. Further, Contractor shall pay the City the amount of the overcharge, plus an administrative fee of 10% of the overcharged amount.

### **Equipment Requirements**

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

#### **Class "A" wrecker:**

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

#### **Class "B" Wrecker:**

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

**Class "C" Wrecker:**

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

**Equipment Required on each vehicle**

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

**Additional Equipment and Tools:**

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

**Service Requirements**

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

- a. Communications: The Contractor shall provide a communication system adequate to cover the City. The Communication System shall be between the Contractor's base station and all service trucks utilized to provide the service. The Contractor shall notify the Police Department and Code Enforcement Department of any

additional telephone numbers, fax numbers, and/or changes. The phone system must include an automated ring down line to the Police Department dispatcher with a power backup.

- b. Protection of vehicles and property: The Contractor shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicle and listed on the vehicle storage receipt.

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

- c. Location Changes: The Contractor shall not change type of storage (inside or outside) without written permission from the Police Department. The Contractor shall not change facility location without written permission from the Police Department and/or Code Enforcement Department.
- d. Request for Service: All requests for service shall be made through the City Police Department and/or Code Enforcement Department. The City reserves the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Contractor shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Enforcement Department may, from time to time, require weekend towing service of abandoned property. The City will give Contractor prior notice of these times.
- e. Response Time: The Contractor shall respond to requests for service from the Police Department within twenty (20) minutes of the call for service and within thirty (30) minutes of the call for service from the Code Enforcement Department. On occasion the Code Enforcement Department will operate a towing project in a specific geographic area; prior to the commencement of these projects the Department will provide the Contractor with a minimum of 24 hours notice. Contractor shall assess the call for service from the Police Department immediately, if unable to respond in twenty (20) minutes, Contractor shall call a subcontractor to respond to the City's call.

- 
- f. **Clean Up:** Contractor's truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator and disposed of in accordance with all applicable laws. No debris shall be left at curb-side. Brooms, etc., to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Contractor will be required to return and remove debris within thirty (30) minutes from call at no expense to the City.
  - g. **Wrecker Markings:** The name of the Contractor, telephone number, address and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered affixed to the vehicle as required under Florida Statute 713.78(8). All vehicles shall display, in accordance Broward County Code a current decal issued by the Consumer Service Department (CSD) and a current decal issued by the City Code Enforcement Department. There shall be no literature or markings on any vehicles or building or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City or any other governmental entity.
  - h. **Attendant on Duty:** The Contractor shall make available, on a twenty-four (24) hour basis, attendants and equipment for immediate response to calls for service from the Police Department. In addition, the Contractor shall have adequate personnel to staff the storage facility and office twenty-four (24) hours a day, seven (7) days a week, for the purpose of releasing vehicles to owners. The Contractor shall provide a visible sign on the outside of their facility indicating the hours of operation.
  - i. **Holidays:** Notwithstanding the above requirements, three holidays will be recognized as days the Contractor can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor that elects to close on these holidays shall provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected business with a telephone number, to reach the Contractor to respond and release vehicles to owners, during what would have been regular business hours on these holidays.
  - k. **Impounding Vehicles:** The Contractor shall impound such vehicles as requested by the Police Officer on duty at the scene. The Police Officer on duty shall have sole authority to determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the Police Officer. The Police Officer/Code Official on duty at the scene is responsible for obtaining the information required on the Vehicle Tow/Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Tow/Storage Receipt, unless the removal is at the owner's request.
  - l. **Owner Notification:** The Contractor shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the

Vehicle Storage Receipt. If the owner's identity is not supplied, the Contractor shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Contractor shall maintain a log at their place of business listing date, time, and method of notification.

- m. Repairs: Contractor will not undertake any repairs to or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission, in writing, from the owner or person entitled to lawful possession to complete the same. All estimates for repair will be in writing. Contractor further agrees that, when making any repairs or rendering any estimates or invoices, it will abide by Florida law and the Rules of the Department of Legal Affairs, relating to motor vehicles, sales, repairs, maintenance and service. Contractor further agrees to pose a sign in a prominent position stating if Contractor has any financial interest or connection with a repair, body or paint shop. Such connection, if any, will also be stated on written estimates for repair.

### **Reports**

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

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

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

1. Date and time of tow and time arrived at storage facility
2. Service call number/case number assigned by the Police Department
3. Location towed from and location towed to
4. Registered owner's name and address and customer's name and address, if different from owner.
5. Description of vehicle towed, year, make, model, color, class, license plate number, VIN number
6. Reason for tow such as accident, parking, arrest, confiscation, abandoned, City vehicle, etc. and type of tow, i.e. truck used.
7. Date and time released from facility and type of release, such as to insurance company, owner, City or other disposition. The name and address of the person claiming the vehicle must be provided.
8. Complete breakdown of all towing and storage charges, as applicable, with a total including sales taxes. Documentation of charges required under the Agreement shall be attached to the Invoice/Towing Activity and Release Report.
9. Tow truck operator's name and identification number

- b. A log and two copies of all unclaimed vehicles over thirty (30) days will be submitted to the Police Department each month on the 10th of each month. A log of all vehicles with "HOLD" for over seven (7) days is to be submitted to the Police Department each month on the 10<sup>th</sup> of each month.
- c. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with State of Florida Statutes 713, EXCEPT THAT NOTIFICATION MUST BE MAILED, BY CERTIFIED MAIL, TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.
- d. Vehicles stored for the City shall be marked in a conspicuous location with a yellow grease pencil with the Police Department case number, date towed, and inventory number. A report must be submitted on the 10th of each month and shall contain the VIN number, Tag number, year, make and if holds have been placed on the vehicle, showing when and how it was released, destroyed, or still being held.
- e. Contractor shall copy the Police Department on any correspondence with the vehicle owner at the same time correspondence is sent to vehicle owner but not later than next calendar day.

#### **Seized vehicles and investigation**

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

#### **Vehicle release**

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



- c. In the event that Contractor has possession of a vehicle or personal property arising out of this Agreement, as a result of a Code Enforcement action, including but not limited to abandoned or derelict vehicles or boats, for a period in excess of seven (7) days, it may commence salvage, sale or other action for disposal of said vehicle or personal property, if permitted by applicable law.

### **Towing Rates**

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

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

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

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

- Actual tow (labor, equipment, overhead included in price of tow) by class of vehicle.
- Indoor or outdoor storage (labor, equipment, overhead included in price for storage) by class of vehicle. NOTE: NO STORAGE CHARGES WILL BE ASSESSED IF VEHICLE IS PICKED UP WITHIN SIX (6) HOURS FROM ARRIVAL AT CONTRACTOR'S FACILITY.
- Mileage surcharges (only for tows of non-City vehicles – mileage surcharge begins upon leaving the city limits of the City of Hallandale Beach and ends upon delivery of vehicle to location outside of the City.
- Surcharges for winching from sand, turnovers, and removal from water (by class of vehicle)
- Towing and storage of boats on trailers which have been abandoned on the public right-of-way.
- Administration following a 24 hour storage period, per State Statute requirements.
- Weatherproofing of a vehicle in accordance with Section XIV. Storage of Facilities and owner notification.
- After hours delivery of stored vehicles in accordance with Section XIV. Service Requirements, item h.

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

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

- d. The basic tow rate for each class of wrecker shall include clean-up at an accident scene. Mileage surcharges only apply for tows of non-City vehicles. Mileage surcharges begin upon leaving the City limit to the delivery destination requested.
- e. After twenty (24) hours and administrative charge of up to \$30.00 may be charged. An administrative charge includes verification of a vehicle identification number, search for vehicle ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a Telephone Activation Vehicle

Information System (T.A.V.I.S) report in conformance with F.S. 713.585 and which must be attached to the invoice for services when the administrative charge is assessed. An administrative charge will be assessed at no more than the maximum rate of \$30.00.

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

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

### **Revenue Franchise Fee**

- a. The amount of money paid to the City for the franchise agreement to be paid by the Contractor in quarterly installments, to be paid no later than ten (10) calendar days in advance of the quarterly period, with the first payment due on the effective date of the Agreement.
- b. The Contractor will guarantee an annual revenue franchise fee of no less than \$125,000.00 for the first year of the agreement, payable quarterly. Proposer shall state the guaranteed revenue franchise fee on the Revenue Form.

### **Payment**

- a. The vehicle owner and/or operator is responsible for payment of charges imposed by the Contractor in accordance with the City's rate structure.
- b. Contractor shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:
  1. All documents required to retrieve the vehicle;
  2. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
  3. Acceptable methods of payment; and
  4. Hours and days the storage site is open for regular business
- c. Contractor shall itemize all bills; to number all bills in correspondence with the applicable Police Department tow sheet number; and to submit duplicate copies of the original of bills to the Police Department on the tenth of each month. A copy of these bills shall be attached to the copy of the vehicle storage receipt. THE BILL MUST BE COMPLETELY FILLED OUT.
- d. Contractor shall accept payment from the vehicle owner or authorized representative for charges in any of at least two of the following forms:
  1. Cash, money order or valid traveler's check
  2. Valid bank credit card or debit card
  3. Valid personal check showing the name and address of the vehicle owner or authorized representative
  4. Clerk certificate of bond

---

**Performance Standards**

The City may assess Contract Deductions as stipulated on page 3.

The Contractor must provide the City within five (5) calendars days from Commission meeting of award of contract a cash performance bond in the amount of \$2,000.00, which is to be held by the City in escrow during the term of the Agreement.

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

**END OF SECTION**

---

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

**Towing**

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

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

<b><u>Description</u></b>	<b><u>Class A</u></b>	<b><u>Class B</u></b>	<b><u>Class C</u></b>	<b><u>Class D</u></b>
Storage rates (outside per day)	\$12.00	\$22.00	\$32.00	\$42.00
Storage rates (inside)	\$20.00	\$30.00	\$40.00	\$50.00
Street cleanup (without a tow)	*\$25.00	*\$35.00	*\$45.00	*\$50.00
Lockout (without a tow)	\$25.00	\$25.00	\$25.00	\$25.00
Delivery of Gas (without a tow) Cost plus cost of gas	\$25.00	\$25.00	\$25.00	\$25.00
Jump start vehicle (without a tow)	\$25.00	\$35.00	\$45.00	\$55.00
Change Tire	\$35.00	\$45.00	\$55.00	\$65.00

---

Tow for boat on trailer	\$55.00
Storage for boat on trailer	\$12.00 per day outside storage
Administration Fee	\$33.00 to be applied after vehicle is held for 24 hours
After hour charge for delivery	Not applicable, normal hour rates will apply
Weatherproofing	\$15.00 onetime fee, for all classes

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

---

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

**Winching from sand:**

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

**Turnover surcharge:**

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

**Removal from Water:**

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

Diver \$100.00

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

## **XV. EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS:**

1. **Criteria.** Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

Firms meeting the Minimum Requirement Qualifications criteria will have their proposal evaluated and scored by the evaluation criteria stated below. All proposers that have met Minimum Qualifications/Requirements criteria will be required to do oral presentations to the Evaluation Committee.

After oral presentations all proposals will be evaluated by the Evaluation Committee.

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

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
	Did this firm affirm in their proposal, within the title page and/or as an attachment, that firm meets the Minimum Qualification Requirements outlined on page 2	YES NO
1.	Qualifications and Experience	30
2.	Past Performance (References)	20
3.	Training & License Requirements	10
4.	Resources & Financial Ability	10
5.	Revenue Proposal	30
	<b>TOTAL POINTS</b>	<b>100</b>

### **Evaluation of Cost Proposal**

The Revenue Proposal will be evaluated in the following manner:

The response with the highest Revenue proposed will be given the full potential number of points.

Every other response will be given points proportionally in relation to the highest revenue. This point total will be calculated by dividing the highest revenue submitted by the total revenue for the Revenue Proposal being evaluated with the result being multiplied by the maximum revenue points to arrive as a revenue score of less than the full score.



Example: Highest Revenue Proposed gets Total Points = 30 points  
Highest Revenue submitted is \$130,000 and the Proposer's Revenue being evaluated is \$80,000 = So  $\$80,000/\$130,000 = .62$

$.62 * \text{total \# of points for revenue criteria which is } 30 = .62 * 30 = 18.60$  which would be the total # of points this Proposer's revenue would receive.

The Evaluation Committee may be composed of qualified City Staff and other persons selected by the City to evaluate proposals. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

2. **Local Vendor Preference** In addition to the foregoing criteria, Proposers may be entitled to additional consideration for local business certification pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, based on the following:

- (A) First, to proposers who maintain a place of business within the City limits;
- (B) Second, to proposers who maintain a place of business within the County; and
- (C) Third, to proposers who maintain a place of business within the State.

Proposers must provide a copy of the firm's Occupational License, State License and Certificate of Competency.

An award based upon local business certification will be awarded to a Proposer based upon vendors, contractors or subcontractors who are local businesses and whose proposal is within five points of the top ranked/rated Proposer.

**XVI. REVENUE FORM.**

**Firms must review and complete pages 42-45.**

**REVENUE FORM**

**Print name of Proposer (company name)**

---

To furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

**RFP #FY 2011-2012-012 FRANCHISE TOWING SERVICES**

TO:

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S DEPARTMENT – EXECUTIVES OFFICES</b>
<b>400 S. FEDERAL HIGHWAY, - 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FLORIDA 33009</b>
<b>TITLED: RFP #FY 2011-2012-012</b>
<b>FRANCHISE TOWING SERVICES</b>

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the technical specifications and plans for the Work and from his own experience or from professional advice that the technical specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Proposers, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary, tools, apparatus, means of transportation, and employees necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

**NOTE: ANY SCHEDULE OF PROPOSAL ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF PROPOSAL ITEMS AND THE CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS WILL PREVAIL.**

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Proposer agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within five (5) calendar days after date of award of contract. Failure on the part of the Proposer to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Proposers.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Proposer agrees that in no event shall compensation paid to the Proposer under the contract exceed the dollar amount of the Proposer's proposal amount, as set forth in the attached proposal form.

In no event shall the City be obligated to pay for work not performed or materials not furnished.

Proposer's Occupational License No. \_\_\_\_\_

WITNESS

\_\_\_\_\_

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

Authorized Signature

\_\_\_\_\_

(SEAL)

[illegible]

**THIS PROPOSAL SUBMITTED BY:**

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

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

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

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

\_\_\_\_\_  
**for**

**RFP # FY 2011-2012-012 FRANCHISE TOWING SERVICES**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as  
"CONTRACTOR."

WHEREAS, on December 16, 2011, the City advertised RFP # FY 2011-2012-012 Franchise Towing Services hereinafter referred to as "RFP"; and

WHEREAS, Contractor submitted a proposal on January 20, 2012, in response to the City's request; and

WHEREAS, the City Commission awarded on \_\_\_\_\_ the agreement for performance of the services described in the RFP,

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

#### **ARTICLE 1**

##### **TERM**

The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for three (3) years. There are two (2) yearly renewals terms which are contingent upon satisfactory services and available funding. Total contract terms, including renewals, are five (5) years. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

**ARTICLE 2**  
**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONTRACTOR to provide the services outlined which include but are not limited to:

- a) RFP #FY 2011-2012-012 Franchise Towing Services, which is hereby incorporated and made part of this agreement by reference, and
- b) Proposals submitted by CONTRACTOR; which are hereby incorporated by reference and made part of the agreement by reference.

**ARTICLE 3**  
**INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or



officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property.

CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

#### **ARTICLE 4** **PERSONNEL**

**4.1 Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

##### **5.1. MINIMUM SCOPE OF INSURANCE**

- A. Commercial General Liability, including:
  - 1. Premises and Operations.
  - 2. Products and Completed Operations.

- 
3. Blanket Contractual Liability,
  4. Independent CONTRACTORS.
  5. Broad Form Property Damage.
  6. Personal Injury Liability.
  7. Incidental Medical Malpractice.
  8. Fire Legal Liability
- B. Auto Liability Insurance
  - C. Workers' Compensation Insurance.
  - D. Employer's Liability Insurance.
  - E. GarageKeepers Legal Liability Insurance.

**5.2. MINIMUM LIMITS OF INSURANCE**

- A. Commercial General Liability:  
  
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Auto Liability  
  
\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.
- C. Workers' Compensation:  
  
Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- D. Employer's Liability:  
  
\$100,000 limit per occurrence,  
  
\$500,000 annual aggregate for disease,  
  
\$100,000 limit for disease of an individual employee.

### 5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

### 5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

---

## 5.6 **VERIFICATION OF COVERAGE**

### A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

### B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

## 5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

## 5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTOR shall include all subcontractors as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

---

**ARTICLE 6**  
**COMPENSATION**

6.1 CONTRACTOR agrees to pay CITY, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for revenue pursuant to this Agreement.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 The amount of money paid to the City for the franchise agreement to be paid by the Contractor in quarterly installments, to be paid no later than ten (10) calendar days in advance of the quarterly period, with the first payment due on the effective date of the Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

---

---

---

---

**ARTICLE 7**

**TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written

notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## **8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.



### 8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

### 8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

### 8.5 **THIRD PARTY BENEFICIARIES**

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

### 8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section.

For the present, the parties designate the following:

FOR CITY:

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

FOR CONTRACTOR:

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

### 8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### **8.8 CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### **8.9 MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**8.10 COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**8.11 SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**8.12 JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.13 PRIORITY OF PROVISIONS**

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

**8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal

problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in

such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### 8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 8.17 **PAYABLE INTEREST**

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

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

8.18 **INCORPORATION BY REFERENCE**

Not applicable.

8.19 **REPRESENTATION OF AUTHORITY**

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

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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

\_\_\_\_\_, signing by and through its \_\_\_\_\_,

(name of contractor)

(title of authorized officer)

duly authorized to execute same.

**CITY**

ATTEST:

**CITY OF HALLANDALE BEACH**

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

By \_\_\_\_\_  
Mark Antonio, CITY Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
Lynn Whitfield, CITY ATTORNEY

Approved for insurance documentation:  
Risk Management Division

\_\_\_\_\_  
Jim Buschman, Risk Manager

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

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

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

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

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

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

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

**NOTARY SEAL**