

Solicitation 12255-793

Towing Services, Citywide

Bid Designation: Public



City of Fort Lauderdale

Bid 12255-793

Towing Services, Citywide

Bid Number 12255-793
Bid Title Towing Services, Citywide

Bid Start Date Feb 11, 2019 4:24:07 PM EST
Bid End Date Mar 6, 2019 2:00:00 PM EST
Question & Answer End Date Mar 1, 2019 5:00:00 PM EST

Bid Contact Adam Makarevich
 Procurement Specialist II
 Procurement
 954-828-5073
 amakarevich@fortlauderdale.gov

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 120 days

Bid Comments The City of Fort Lauderdale is actively seeking proposals from qualified Proposers, hereinafter referred to as the Contractor(s), to provide vehicle towing and storage services for the City in accordance with section 26-8 of the code of Ordinances of the City of Fort Lauderdale, Florida; The Fort Lauderdale Police Department General Order 124; and the terms, conditions and specifications contained in this Invitation To Bid (ITB).

Added on Feb 27, 2019:
 End date has been extended to March 6, 2019 (2:00pm)
 All other specifications, terms and conditions remain unchanged.

Addendum # 1

Previous End Date	Feb 27, 2019 2:00:00 PM EST	New End Date	Mar 6, 2019 2:00:00 PM EST
Previous Q & A End Date	Feb 19, 2019 5:00:00 PM EST	New Q & A End Date	Mar 1, 2019 5:00:00 PM EST

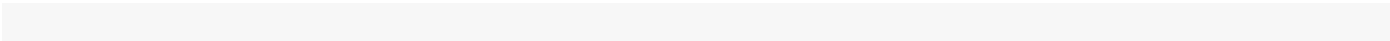
Item Response Form

Item 12255-793--01-01 - Towing Permit Fee payable to the City (minimum required \$200,000)
Quantity 1 year
Unit Price
Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 1

Description

Contractor's proposed permit annual fee. The minimum annual towing fee the City will accept is \$200,000.



City of Fort Lauderdale
Towing Services
ITB # 12255-793

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Towing Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.3 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Bidders are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a bid to ensure familiarity with the use of BidSync. The City shall not be responsible for a Bidders inability to submit a bid by the end date and time for any reason, including issues arising from the use of BidSync. There is no charge to Bidders/Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Bidder.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Adam Makarevich, at (954) 828-5073 or email at amakarevich@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and

Bidder's name, no later than the time and date specified in this solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 08/18) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Annual Permit Fees shall be payable by four equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If permit fees are delinquent, a late charge of \$100.00 shall be applied. If permit fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.

2.8 Related Expenses/Travel Expenses – N/A

2.9 Payment Method - N/A

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes

(2018), as may be amended or revised. 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

2.22.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.22.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security **N/A**

2.24 Payment and Performance Bond **N/A**

2.25 Insurance Requirements

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that

possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Garage Keepers Legal Liability

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Contractor.

2.26 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.27 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems

interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.28 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.35 Contract Period

The initial contract term shall commence upon date of award by the City or August 14, 2019, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

N/A

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any

royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment

N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment

N/A

2.44 Verification of Employment Status

N/A

2.45 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a

Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

OVERVIEW

The City of Fort Lauderdale is actively seeking proposals from qualified Proposers, hereinafter referred to as the Contractor(s), to provide vehicle towing and storage services for the City in accordance with section 26-8 of the code of Ordinances of the City of Fort Lauderdale, Florida; The Fort Lauderdale Police Department General Order 124; and the terms, conditions and specifications contained in this Invitation To Bid (ITB). The City is seeking one qualified contractor to provide prompt, reliable and efficient towing service for all areas of the City of Fort Lauderdale.

FORT LAUDERDALE POLICE DEPARTMENT (FLPD) GENERAL ORDER 124

Towing services under this contract shall be conducted in accordance with FLPD General Order 124. The General Order may be reasonably amended from time to time by the FLPD, and Contractor agrees to abide by such amendments.

SCOPE OF WORK:

It is the City's intent to award this contract to Contractor, to include all locations within the City of Fort Lauderdale, which include all areas within City limits south of Sunrise Blvd., including Sunrise Blvd., and west of the Intracoastal Waterway, and all areas within City limits north of Sunrise Blvd. It also includes all City areas east of the Intracoastal Waterway.

ESTIMATED QUANTITIES

Based upon reports provided by a prior contractor, current contract volumes are as follows: for a total approximation of 5,900 police authorized tows, with an additional, approximately 1700 City Vehicle tows per year. Code Enforcement may also have approximately 350 authorized tows per year (See Section 3.6 (A) Code Enforcement - Special Services).

These are estimates provided for informational purposes only no warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

In the event a Contractor cannot respond promptly to a call for service, and is temporarily unable to perform as required by this contract, the City may assign that call or calls to another Contractor until the situation is resolved.

In the event a Contractor is suspended, the City may assign the calls to another Contractor, or seek a new Contractor, until the suspension is lifted, at its sole option.

In the event a Contractor is terminated, the City may assign the calls to another Contractor, or seek a new Contractor, until the contract is re-bid, or until the end of the contract term then in effect, at its sole option.

FUNCTIONAL REQUIREMENTS:

3.1. PERMIT FEES

Contractor shall indicate their proposed permit fee in the Bidsync. The minimum towing permit fee the City will accept is **\$200,000 per year**, paid quarterly.

Annual Permit Fees shall be payable by four equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If permit fees are delinquent, a late charge of \$100.00 shall be applied. If permit fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.

3.2. CHARGES FOR TIME AT THE SCENE AND COMPLICATIONS

Cost of time at the scene, labor, or equipment needed within fifteen (15) minutes of arrival at the scene shall be included in the basic tow rate, unless the officer on the scene authorizes complications charges. If, and only if, such time at the scene consumes more than fifteen (15) minutes, the extra waiting time charge per thirty (30) minutes or any fraction thereof, be assessed by the Contractor commencing fifteen (15) minutes after arrival at the scene. Any assessment of extra time on the scene must be fully verified by the Contractor's records including, but not limited to time stamps, etc. Assessment of complications charges will be per thirty (30) minutes or any fraction thereof from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first. The complications charge per thirty (30) minutes shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

The Contractor agrees that any extra waiting time or complications charge shall be authorized by the officer on the scene, and so indicated in writing on the vehicle storage receipt.

3.3. APPROVED TOWING RATES

The following rates have been established and will remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. Contractor shall accept major credit cards (Visa, Master Card, etc.) as well as cash and have a sign posted by the cashier stating such payment policy.

The following rates are the only rates that will be the MAXIMUM charged owners of vehicles under this contract.

ITEM DESCRIPTION	APPROVED RATE
Vehicle Tow by Class "A" Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to vehicle owners requested destination within City limits with the exception of complications, (see below). To include first 15 minutes at the scene.	\$137.28 first fifteen minutes

Extra Time At Scene: For time after initial 15 minutes. Must be fully documented by Contractors records.	\$58.08 for each Additional 30 minutes or fraction thereof.
Indoor Storage: Per twenty-four (24) hours.	\$31.68 per twenty-four (24) hours.
Outdoor Storage: Per twenty-four (24) hours.	\$25.35 per twenty-four (24) hours.
Administrative Fee:	\$31.68
Research Fee:	Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
Vehicle Tow by Class "B" Towing/Recovery Vehicle: To include all services and equipment necessary to recover and (See class A description) tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination within City limits with the exception of complications, (see below).	\$184.79 per call
Flatbed	\$205.92 per call
Storage Fee	\$45.41 per twenty-four (24) hours.
Administrative Fee	\$31.68

Research Fee	Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
Labor Fee	\$184.79 per hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.
Vehicle Tow by Class "C" Towing/Recovery Vehicle: To include all Vehicle Tow by Class 'C' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below)	\$316.79 per call
Flatbed	\$340.02 per call
Storage Fee	\$52.80 per twenty-four (24) hours.
Administrative Fee	\$31.68
Research Fee	Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.

Labor Fee	\$316.79 per hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.
Vehicle Tow by Class "D" Towing/Recovery Vehicle: To include all Vehicle Tow by Class 'D' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below).	\$422.40 per call
Flatbed	\$340.02 per call
Storage Fee	\$52.80 per twenty-four (24) hours.
Administrative Fee	\$31.68
Research Fee	Actual costs incurred in obtaining vehicle ownership information and providing notice may be charged to the person retrieving the vehicle.
Labor Fee	\$105.59 per ¼ hour (starting when the person arrives at the scene of the vehicle and ending when such person leaves the scene), per person.

Immobilization	\$68.64 per vehicle.
Road Service	Class A: \$42.24 Class B: \$59.13 Class C: \$76.56 Class D: \$76.56
Winch Recovery	Class A: \$105.59 for the first thirty (30) minutes and \$52.80 for each additional thirty (30) minutes. Class B: \$184.79 for the first thirty (30) minutes and \$92.40 for each additional thirty (30) minutes. Class C: \$316.79 for the first thirty (30) minutes and \$158.40 for each additional thirty (30) minutes. Class D: \$422.40 for the first thirty (30) minutes and \$211.20 for each additional thirty (30) minutes.
Miscellaneous fee provisions	(1) If the towed vehicle is retrieved within the first six (6) hours of arriving at the storage facility, the person retrieving the vehicle may not be charged a Storage Fee. (2) An Administrative fee may not be charged if the vehicle owner is identified within twenty-four (24) hours of the vehicle arriving at the storage facility. (3) The person retrieving the vehicle may pay a \$5.18 voluntary fee to expedite vehicle ownership verification. (4) The rates for Other Tows do not apply to tows conducted on behalf of a government agency pursuant to a contract between the government agency and a licensed tow company if such contract provides a different rate structure. (5) Research Fees may be charged only when the tow company providing the service must actually perform research to determine ownership of a vehicle to notify the

	<p>vehicle owner, lien-holders, and insurance companies. Written documentation of the efforts undertaken to ascertain ownership of the vehicle must be made available for inspection by the County upon request. Costs shall mean actual fees charged by the State of Florida for obtaining ownership information and shall include the cost of actual postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement, then the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by the tow company must be made available for inspection by the County upon request.</p> <p>(6) If payment is made by credit card, a credit card fee in the amount of three percent (3%) may be charged to the vehicle owner.</p>
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3.4. PERMIT FEE AND TOWING RATE NEGOTIATIONS

In the event the Contractor wishes to adjust permit fee or towing rates for an extension term, he shall notify the City in writing one hundred and twenty (120) days prior to the contract anniversary date, and include in his notice the requested adjustments including full documentation for the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor, and that the permit fee and towing rates will remain the same for the extension term. If the City wishes an adjustment it shall notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on fee and rates for the extension term. In the event the fee or rates cannot be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the contract at the end of the initial contract term.

3.5. CITY VEHICLES

Contractor shall recover and tow City owned, confiscated, or leased vehicles to his/her principal compound or to any location within City limits at no charge to the City. These vehicles shall include, but not be limited to; cars, trucks, beach tractors, fire trucks, mowers, and other vehicles in the City fleet inventory. Contractor may be contacted by representatives from the Ft. Lauderdale Police Department as well as the city's Fleet Services (or its designee).

Road Service Calls for City Owned Vehicles, when the service is provided outside the City limits. Road Services (as described in this section) that are required outside of the City Limits shall be charged the towing mileage rate of \$4.80 per mile (\$7.50 per mile outside of

Broward County). This rate will apply to the distance between the nearest City/County limit and the vehicles location. This charge is calculated as one way and not round trip.

The vendor will be required to store at a minimum 6 spare tires for each of the Department's current marked patrol fleet. The tires will be provided to vendor at the expense of the city. The vendor will respond to tire change requests and provide the necessary tire for the repair. The vendor will retain the damaged tire and transport it to the city garage for a repair/replacement. The tire will then be place back in their inventory.

In the event a vehicle is held for evidence, Contractor shall store the vehicle at his principal compound at no charge and deliver that vehicle at no charge from his principal compound to Fort Lauderdale Police Headquarters or other City designated location, within City limits.

In the case of confiscated vehicles returned to owners, the Police Forfeiture Division will, after release of the vehicles to owners, make payment on a monthly basis to the Contractor, at the rates for private vehicles contained in this contract.

When a vehicle held for evidence is released by the Police Department, but is still located at Police Headquarters, the person claiming the vehicle shall first make payment to the Contractor and then present to the Police a copy of the paid invoice to take possession of the vehicle - unless the person is a crime victim (Crime victims are exempt from charges - see item #38).

3.6. SPECIAL SERVICES

If additional duties, similar to those contained in Section III Technical Specifications of this ITB, but not specified in that part, are required by the City, and the Contractor is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of City equipment from mud.

In such instances, the City will depend upon the Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible estimated costs for such special services should be provided to the City prior to engaging in work and all costs shall be subject to negotiation. In any such instances, the City reserves the right, time and circumstances permitting, to seek the special services elsewhere in accordance with the City procurement ordinances.

Contractor agrees to inform City's Parking Services Division, when a customer relinquishes their vehicle to Contractor, within five days of such relinquishment.

Contractor agrees that no vehicles shall be released back to a customer (Violator) unless the City has been paid by the customer for all open parking citations and Contractor has received a release from the City.

Contractor agrees that the "Victim's Exemption" is applicable to any vehicle that is towed and held for investigation or crime scene processing, regardless of the towing destination or storage location. The tow slip should identify these vehicles with the terms "Investigative hold" or: "Hold for Processing". However, an investigative or crime scene vehicle "hold" can be requested after the tow by a detective or supervisor, and the same exemptions apply.

(A) CODE ENFORCEMENT – SPECIAL SERVICE

The City's Code Enforcement Division, up to 8 times per year, conducts towing projects that shall require the Contractor to respond to a specific location with up to 6 tow trucks, flat beds and grabs for removal of multiple vehicles.

Contractor shall be given at least one-week notice prior to project date.

Some Code Enforcement projects shall require the operation of a temporary depository of towed vehicles. The Contractor shall, on those occasions, remove the vehicles from their original location and deliver them to the temporary depository, generally within 8 blocks of the original tow location. After all required vehicles are processed at the temporary depository, the Contractor shall remove the vehicles to their storage facility. No second towing charge or mileage charge can be levied by the Contractor for this service.

Cost of time at the scene, labor, or equipment needed from the time of arrival at the scene until completion of the Code Enforcement project shall be included in the basic tow rate, unless the officer on the scene authorizes complications charges. Extra time at scene rates does not apply to Code Enforcement towing projects.

Complications charges involved with a Code Enforcement action shall be in writing and shall require the on-site approval and signature of a code enforcement supervisor.

For other than special projects, the Contractor is to respond (arrive at the scene) within 30 minutes of notice at any time of the day or night with appropriate equipment at the request of the Fort Lauderdale Code Enforcement Division.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from a Fort Lauderdale Police Department Officer, Code Enforcement Division Officer or other authorized City staff member.

Estimated quantities are 350 Code Enforcement authorized tows per year. These are estimates provided for informational purposes only, no warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

All other provisions, terms and conditions of this request for proposal apply.

3.7. ADDITIONAL CONTRACTOR RESPONSIBILITY

Any related costs to towing, recovery, storage, or administrations that are not specifically stated in these specifications will be the sole responsibility of the contractor. The Contractor can only charge vehicle owners or operators the rates listed in this contract and under the terms and conditions contained in this contract.

3.8. POSTING AND PROVIDING APPROVED TOWING RATES

Contractor shall prominently post near the cashier's location, at his Principal Compound or any compound where pickup of vehicles occurs, a list of all towing and storage rates approved in this contract. A rate card containing these rates shall also be available for owners review in each towing vehicle.

3.9. INVOICES

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

- A. Date of service call.
- B. Service call number assigned by FLPD.
- C. Location where tow originated and destination.
- D. Vehicle VIN number.
- E. Vehicle make and model.
- F. Vehicle license number
- G. Drivers name and I.D. number.
- H. Reason for the tow such as: accident, parking, road blockage, City Vehicle, confiscated, abandoned/derelect, etc.
- I. Breakdown of all towing, recovery, or storage charges.

On the back of the page of the invoice that is provided as a receipt when the owner pays for and picks up his vehicle will be legibly printed or stamped the following information:

- A. A policy statement concerning rates, policies, and procedures provided by the City.
- B. A list of all approved rates.
- C. City telephone numbers for questions or complaints regarding the contract. (The type size and content of this information is subject to City approval.)

3.10. STATE SALES TAXES

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable state sales taxes in accordance with the latest regulations and revisions to State Statues.

3.11. CONTRACTOR FILES/AUDIT

Contractor shall maintain at his Principal Compound, or central offices located within seven (7) miles of City limits, miles that include, but are not limited to, the following:

- A. A vehicle Storage Receipt for each vehicle impounded under the contract.
- B. A copy of all paid invoices.
- C. A log of calls for service to include City approved verification system for extra time on scene charges.
- D. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
- E. A log containing all vehicles that have remained unclaimed for thirty (30) days or more.

Contractor agrees to maintain all files directly related to the contract and to make those files available for City inspection. See Section 5.12 of General Conditions.

3.12. REPORTS

Contractor shall submit to the Logistics Division of the Police Department at asolomon@fortlauderdale.gov, by the 15th of each month, for the previous month, the following reports. Reports should be electronic in nature. A Microsoft Excel spreadsheet that

can be sent via e-mail is preferred. Forms may be determined by the Contractor, but are subject to the approval of the City.

A. Towing Activity Report, to include for each and every tow:

1. Date of tow.
2. Service call number assigned by FLPD.
3. Type of tow such as accident, parking, abandoned City vehicle, etc.
4. Total cost/ generated income of tow.
5. License plate number

B. Vehicle Release Report, to include:

1. All information contained in the Towing Activity Report.
2. Date vehicle released or disposed of.
3. Method of disposition such as: release to owner, release to City, auction.
4. A complete breakdown of all towing charges with a total including sales taxes.

3.13. NOTIFICATION OF LOCATION OF VEHICLE

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713 as may be amended or other State, County or Local Laws or Ordinances as required. The Contractor agrees to maintain a log at the place of business listing date, time and method of notification.

3.14. CONTRACTOR PERSONNEL

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required performing as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually. Each driver shall have a current chauffeur's license issued by the State of Florida. Each driver should have at least one (1) year in towing and recovery work or professional training by International Recovery Associates, Kinman Wreckers, or other comparable training. The Contractor shall insure that drivers and staff shall be neat, clean, uniformed, courteous, and competent in operating skills and all procedures. All Contractor personnel dealing with the public under this contract shall be identified by name through the use of a name tag or embroidered name on his or her uniform. All drivers shall have a detailed knowledge of the layout of the City of Fort Lauderdale streets.

Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

3.15. REQUIRED EQUIPMENT

If awarded a contract, the Contractor is to provide the minimum number of wreckers in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway patrol Wrecker Qualifications and Allocation System, other than as specified in this section. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the Contractor is to provide them at no cost to the City. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The City will be given preference on any call for service. All equipment shall be modern, commercially manufactured, and in

good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle.

Contractor shall have full control and total availability of all equipment listed in his/her contract inventory at the time of the proposal. City reserves the right to inspect all vehicles and verify vehicle's titles.

EQUIPMENT MUST INCLUDE:

A. CLASS "A" TOWING/RECOVERY VEHICLE SPECIFICATIONS

Quantity: 6 including flatbed car carriers

1. A truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured crane and winch having a manufacturer rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
2. A minimum of one hundred feet of 3/8 inch cable.
3. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dual rear tires.
5. Vehicles that are equipped with wheel lifts or equivalent may also qualify as class "A" tow trucks so long as all other applicable requirements are met.
6. In addition, Contractors should have sufficient rollback or slide back car carriers with specifications and equipment as follows:

*A minimum of a one-ton truck with a sixteen foot bed, dual wheels and one winch with an 8,000 pound capacity.

*A minimum of 50 feet of 3/8 inch cable.

*A brake lock device.

*A minimum of two safety tie down chains twenty feet in length.

*Tow spot (flood) lights mounted on the rear.

B. CLASS "C" TOWING/RECOVERY VEHICLE SPECIFICATIONS

1. A truck chassis with a manufacture rated capacity of at least 30,000 pounds gross vehicle weight for single axle trucks and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturer rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of two hundred- (200) feet of at least 5/8 inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure. Air brake system to supply air to disabled vehicles.

4. A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

C. SPECIAL EQUIPMENT:

Equipment such as a Lowboy, air cushions, or major clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the City, that such equipment is immediately available to him when the need for this infrequently used equipment occurs. Lowboy Specifications:

1. Hydraulic, roll back, flatbed, tilt, self-loading with 50,000 minimum capacities. 60,000 pounds Gross Vehicle Weight (GVW)_
2. Hydraulic winch capacity of 10,000 pounds minimum. Size: 48 feet long and 102" wide.

3.16. MISCELLANEOUS REQUIREMENTS

1. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the Florida Statutes.
2. There shall be a rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
3. Dollies for all vehicles except for class "C" and roll back carriers.
4. At least one heavy duty push broom with a minimum width of 24 inches on each vehicle.
5. Flood light on the hoist.
6. Minimum of one square shovel per each vehicle.
7. Minimum of one axe per each vehicle.
8. One crowbar or prybar with a minimum length of 30 inches per vehicle.
9. A minimum of one 5 pound CO2, or dry chemical fire extinguisher or equal. The extinguisher must be of an approved type and have attached a current inspection tag. The extinguisher must be mounted so as to be readily accessible on every vehicle.
10. One pair of bolt cutters with a minimum ½ inch opening per vehicle.
11. One set of jumper cables per vehicle.
12. One four way lug wrench per vehicle.
13. One flashlight per vehicle_
14. Five 30 minute fuses per vehicle.
15. One snatch block with each winch, manufacturers rating to match winch, except for rollback carrier.
16. External air hookup and_ hoses for class "C" trucks.
17. Extra towing chain six to eight feet in length with hooks per vehicle.
18. At least six safety cones or triangle reflectors per vehicle.
19. Fifty pounds of sand or suitable equivalent per vehicle.
20. Motorcycle trailer.

NOTE: Contractor must have access to a certified scale capable of weighting vehicles involved in serious or fatal accidents at the request of the investigator.

3.17. REQUIRED FACILITIES

The Contractor will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning. The Contractor must maintain a Principal Compound of not less than 100 vehicle capacity (meeting all required specifications outlined herein) within seven (7) miles of Fort Lauderdale City limits.

The Principal Compound shall be open and manned for vehicle receipt or release seven (7) days per week and twenty four (24) hours per day. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of four (4) days or until released by the Police Department to permit Police personnel convenient access to such vehicles. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only. The Contractor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care.

All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6-foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside. At City of Ft. Lauderdale direction, certain vehicles may be stored inside because of style and/or body type. The equipment and facilities described below are to be located at the Principal Compound that is to service this ITB and subsequent agreement:

(A) INSIDE STORAGE

1. Paved floor, i.e. concrete or asphalt, free of dirt, standing water and vegetation.
2. Working area of 9' x 20' per vehicle with at least an 8' ceiling.
3. Electrical lighting source sufficient to permit processing of vehicle.
4. One (1) outside window or ventilation system.
5. Hydraulic lift to permit inspection of underside of vehicle.
6. May not be located on the physical plant (grounds) of another business, i.e., inside storage must be located inside the physical plant of the Contractor's business.
7. Contains a minimum of ten (10) inside storage spaces.
8. Minimum of one outside window or ventilation system.

(B) OUTSIDE STORAGE

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorm.
2. Must contain a minimum of one hundred (100) spaces and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.
3. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height.

4. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
5. Contractor must provide outside storage, at outside storage rates, unless he/she receives written instruction from the city or vehicle
6. Owner to provide inside storage for that vehicle. Owner is to be notified what the rates are for inside and outside storage.

(C) OFFICE FACILITIES

1. To include telephone and rest room facilities and workspace such as a desk, phone, etc.
2. The office must be ADA accessible, in accordance with Federal ADA guidelines and laws.
3. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
4. To be separate from any other business or enterprise.
5. There must be: twenty-four (24) hour telecommunications system that is manned seven (7) days per week.
6. The Contractor shall maintain at their principal compound, or central office located in Broward County, files which include, but are not limited to:
 - a. A Storage Receipt for each vehicle impounded under the contract.
 - b. A copy of all paid invoices.
 - c. A log of calls for service.
 - d. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
 - e. A log containing all vehicles, which have remained unclaimed for thirty days or more.
7. Contractor agrees to maintain all files directly related to the contract and to make those files available for City of Fort Lauderdale Inspection.

(D) CRIME SCENE STORAGE

1. A storage facility for vehicles which have been marked "HOLD" by the Fort Lauderdale Police Department relative to a crime scene investigation shall be stored at an indoor facility within the city limits, to hold a minimum of 45 vehicles.
2. Any vehicle towed and stored as a result of the marked "HOLD" relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by storage in a covered facility.
4. If laboratory work on a crime scene vehicle must be processed at the City of Fort Lauderdale Police Headquarters, the crime scene vehicle shall be transported at no charge to the City.

Subsidiary Compounds

All Subsidiary Compounds must be located within Broward County under the following conditions:

- A. After vehicle is moved from the Principal Compound, the Contractor, at the request of the vehicle's owner or the Police Department, shall promptly return the vehicle to the Principal Compound for release to the owner or inspection by the Police Department at the Contractor's sole cost and expense. In the case of an owner's request the Contractor has the option of transporting the owner to the location of the vehicle at the Contractor's sole cost and expense.
- B. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the Principal Compound or to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the Contractor.
- C. Any changes to compound location must have prior written approval by authorized City staff.

All Contractor storage facilities shall be subject to inspection and must be approved by the City prior to the award of a contract. Storage facilities shall also be subjected to periodical inspection when deemed necessary by the Police Department, or other authorized City personnel, during the life of this contract. Any discrepancies, in the sole opinion of the City, shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the City.

3.18. COMMUNICATIONS

The Contractor shall have the capability to provide a direct ring down line to the Police Communication Center for easy access to the towing company.

All towing vehicles must be equipped with a two-way radio communication system capable of covering all assigned territory and to the Contractor's Principal Compound. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service within the city limits. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times, to have the communication system manned by competent employees.

PRIMARY CONCERNS:**3.19. ETHICS AND CONDUCT**

The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

- A. Expedite release of the vehicle in accordance with the terms of this contract.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved to satisfactorily, the dispute shall be reported to the City no later than the next business day.

3.20. NON EXCLUSIVE SERVICES

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location, or compound of his choice and not that of the Contractor, unless the disabled vehicle is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

3.21. BENEFITS FROM REPAIRS

The Contractor shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this agreement without prior written City approval.

However, if the owner of any vehicle towed pursuant to this agreement choses to use the services of an automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business owned either in whole or part by the Contractor, the Contractor shall have the owner execute an affidavit indicating that the owner has made the decision of his/her own free will and that their decision was not the result of any threats, promises or coercion from the Contactor or anyone representing the Contractor.

If the Contractor has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses he shall so state in his proposal, and list the specifics. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the City in writing. Failure to do so could result in termination for cause.

3.22. RESPONSE TIME

The Contractor is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the Fort Lauderdale Police Department, or in the case of City vehicles, by an authorized City employee. The Contractor assumes all liability in meeting the twenty- (20) minute's response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The City may conduct periodic reviews of response times to see that the Contractor is in compliance.

The following penalties shall apply to the contractor(s) for failure to respond within the twenty (20) minute time frame during each contract year:

- A. Third Offense: A certified letter of warning.
- B. Fourth Offense: \$500.00 fine.
- C. Fifth Offense: \$700.00 fine or suspension, at the City's option.

- D. Any further Offense: \$1,000.00 fine, suspension, or termination, at the City's option.

All fines shall be deducted from the monthly payment of confiscated vehicles returned to owners (see Par. 5)

If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension in accordance with the Complaints and Disputes section of these specifications.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from a Fort Lauderdale Police Department Officer or other authorized City staff member.

3.23. PROTECTION OF VEHICLES AND PROPERTY

The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative, or agent, complete a Vehicle Storage Receipt (Tow Slip) jointly with a Police Officer or owner or possessor of the vehicle, for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department, and shall be signed by all parties completing the receipt. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department.

The Vehicle Storage Receipt shall contain the following information:

- A. Make of vehicle and type.
- B. License number and VIN number.
- C. A list of all personal property contained in the vehicle to be towed.
- D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- E. Any extra waiting time or complications charges authorized by officer at the scene.

In the event an officer is not at the scene the report shall be signed by the Contractor and immediately delivered to the Police Department.

No vehicle can be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this contract. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle or all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in

vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

3.24. RELEASES

The Contractor shall directly release any vehicle that has not been marked "HOLD" providing the proper proof of identification and ownership is presented. Any vehicle towed in which is marked "HOLD" cannot be released without written authority from the Fort Lauderdale Police Department. The Contractor shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or the vehicle or to the authorized agent of such person. In the event the Contractor is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the Contractor's copy of the inventory receipt.

Vehicle seized for forfeiture or held for a crime scene investigation ("Hold") pursuant to the Fort Lauderdale Police Department, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved at no charge to the city.

3.25. OWNER NOTIFICATION

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

3.26. RELEASE OF INFORMATION

Contractor shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized by the vehicle owners.

3.27. CLEANUP

The Contractor, after arrival at the scene of an accident in which a tow is required by his firm, will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the City or vehicle owner. In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional Contractor staff or equipment the cost of such staff or equipment shall be charged to the vehicle owner as complications. If the request to tow the vehicle is cancelled, the Contractor will still be required to remove any broken glass or debris from the street/roadway as well as other cleanup as required and may charge the city the \$50 clean-up fee.

3.28. ABANDONED AND DERELICT VEHICLES

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes have been adhered to. Records must be maintained which state towing, storage and salvage compensation for City audit purposes.

3.29. VEHICLE DISPOSAL

Unless a hold has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

Should Contractor, as a result of this agreement, have in his possession any vehicle or personal property for a period in excess of thirty five (35) days, and should the Contractor be ordered to relinquish such vehicle or personal property to the Fort Lauderdale Police Department, the Contractor agrees to immediately do so if so notified prior to the thirty five (35) day limit. The Police Department agrees to pay the Contractor the towing, recovery, and storage charges due in accordance with this contract, which they in turn would collect from the owner or person lawfully in possession of the vehicle or personal property that has been towed, recovered, or stored.

3.30. CITY RIGHT TO REMOVE ABANDONED AND DERELICT VEHICLES

The City reserves the right to remove the towing of abandoned and derelict vehicles from this contract, at its sole option. Contractor agrees to continue to provide all other required services under the same contract terms and conditions.

3.31. SERVICE CALL CANCELLATION

The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

3.32. HIGH ACTIVITY AREAS – SPECIAL PROCEDURES

When high activity areas such as the beach on weekends or during the height of the tourist season account for a significant number of tows from a particular area, and the City in its sole opinion, determines that it would be advantageous to the City, vehicle owners, and the Contractor, such special procedures shall be initiated by the City and followed by Contractor.

Such Special Procedures to include, but not be limited to:

- A. The City shall designate a City parking lot as a temporary depository of towed vehicles (Temporary Compound).
- B. Contractor shall keep adequate staff and equipment at the Temporary compound to handle the towing requirements in the area, receive payment from owners, and release vehicles during the days and hours specified by the City.
- C. Unless otherwise specified by the City, all vehicles towed in the area, during the time the Temporary Compound is manned, will be towed to the Temporary Compound.
- D. The City will charge the Contractor the current parking fee for each vehicle towed onto the Temporary Compound. There will be no charge for Contractors towing equipment.
- E. Contractor may in turn charge the vehicle owner the same parking fee in addition to the approved towing charges.
- F. In the event the vehicle is not picked up by the owner prior to the approved time for the closing of the Temporary Compound, Contractor shall tow the vehicle to his Principal Compound. No second towing charge or mileage charge can be levied by the Contractor for this service.

Establishment of high activity areas, temporary compounds, required equipment and staff, and days and hours of operation shall not be arbitrarily determined by the City. They should be based upon a legitimate anticipation of need and are intended to provide towing service in the area with the least effort, cost and most convenience to the City, vehicle owner, and Contractor. Designation of high activity areas and use of such special procedures are subject to periodic review and revision as needs change.

3.33. TOW TRUCK MARKINGS

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Fort Lauderdale Police Department, Broward County, or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78 (6), F.S. and current Broward County Ordinances.

3.34. RESPONSIBILITY FOR PAYMENT

The City of Fort Lauderdale will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is applicable to City owned, confiscated, or leased vehicles or equipment, street clean up without a tow, or City authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

3.35. MILEAGE CHARGES TO COMPAUND

No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the Principal Compound or to or from a subsidiary compound. The use of subsidiary compounds are for the convenience of the Contractor. Any changes to compound location must have prior written approval by authorized City staff.

3.36. CRIME VICTIMS EXEMPTION

If the towed vehicle is determined to be a crime scene and is being held for processing, no towing or storage charges shall be charged to the vehicle's owner.

3.37. COMPLAINTS AND DISPUTES

All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor will be referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause. See Section 5.09 of General Conditions.

3.38. INSPECTIONS

All Contractor storage facilities shall be subject to inspection and must be approved by the City prior to the award of a contract. Storage facilities shall also be subjected periodical inspection when deemed necessary by the Police Department or other authorized City personnel, during the life of this contract. Any discrepancies, in the sole opinion of the City, shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the City.

3.39. ANNUAL PERFORMANCE REVIEW

The City will conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners possessions, condition of facilities and equipment, extend and clarity of records, and conduct of management and personnel. Such a review will be conducted ninety (90) days prior to the contract anniversary date and Contractor will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor may respond to the review in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Contractors written response, and a summary of the annual review meeting will be prepared by City staff with a copy sent to the City Manager and Contractor.

3.40. FLORIDA STATUTE TOWING / STORAGE GUIDELINES

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

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials, services and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

END OF SECTION

12255-793 TOWING SERVICES
QUESTIONNAIRE SHEET

Company Name:

First and Last Name:

Business Address:

Telephone:

E-Mail Address:

1) How many years has your firm been in towing business?

2) How many current towing contracts does your firm currently have with other municipalities in Broward county? (please list all)

3) Does your firm meet every requirement outlined in Section 3.17 (if No please explain below)

4) Do you own all of the equipment outlined in Section 3.15 (if No please explain below).

5) Have you ever lost a government contract due to performance issues, please explain:

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:
2. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:
3. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:
4. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:
5. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) “A Minority Business” is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term “Minority Business Enterprise” means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a “Women Owned or Controlled Business” is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations

in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid

openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items

manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to

continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>
THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable

compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. The following applies to contracts with values over \$100,000: The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, ("Section 2-187"), by not discriminating against the Contractor's employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law, during the entire term of the contract that arises out of this ITB. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of the contract, entitling the City to pursue any of the following remedies or any remedy provided under applicable law: (a) The City may terminate the contract if the Contractor fails to comply with Section 2-187; and (b) The City may retain all monies due or to become due until the Contractor complies with Section 2-187; and (c) The Contractor may be subject to debarment or suspension proceedings consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

-

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

LOCAL BUSINESS PRICE PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | | |
|-----|--|---------------|--|
| (1) | | Business Name | <p>is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.</p> |
| (2) | | Business Name | <p>is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.</p> |
| (3) | | Business Name | <p>is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.</p> |
| (4) | | Business Name | <p>requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.</p> |
| (5) | | Business Name | <p>requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.</p> |
| (6) | | Business Name | <p>is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.</p> |

BIDDER'S
COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

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The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

Question and Answers for Bid #12255-793 - Towing Services, Citywide

Overall Bid Questions

There are no questions associated with this bid.