

COCONUT CREEK

REQUEST FOR PROPOSALS



FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER TOWING SERVICE

RFP NO. 07-11-18-09

PURCHASING DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
eBid System: www.coconutcreek.net/purchasing

**CITY OF COCONUT CREEK
FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER TOWING SERVICE
RFP NO. 07-11-18-09**

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

KAREN M. BROOKS, CFO

4800 WEST COPANS ROAD

COCONUT CREEK, FLORIDA 33063

LEGAL NOTICE / REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida is actively seeking proposals from qualified, experienced and licensed Towing Agencies to provide Vehicle Towing and Wrecker Services to the City, on a citywide basis in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No: 07-11-18-09
RFP Name: Franchise Agreement for Citywide Wrecker Towing Service
Mandatory Pre-Proposal Meeting: Tuesday, June 19, 2018 at 10:00 a.m. EST
Due Date/Time: Wednesday, July 11, 2018 at 9:00 a.m. EST

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Lorie Messer, Purchasing Analyst at (954) 956-1584.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

The City requires a cash/performance deposit in the amount of one thousand (\$1,000) dollars in the form of a cashier's check, certified check, cash or money order, made payable to the City of Coconut Creek. **Proposer shall submit the deposit in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the City Clerk located in City Hall prior to the due date and time.**

A mandatory pre-proposal conference will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063 with the City of Coconut Creek staff. Proposers or their representative(s) must attend. Please ensure that your company has reviewed the proposal and specifications as this meeting presents an opportunity to clarify any concerns regarding the proposal requirements. Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, **June 10, 2018**
Sunday, **June 17, 2018**

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to 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.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to

have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 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 Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information

and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document 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 bid form. 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.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If

any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery

to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your

response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a

period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best

interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of

precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

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

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage 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 ADDITIONAL INSURED 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 his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and 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.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. 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.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications 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.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and

submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or

goods originally described, or negotiate an alternative acceptable to the City.

28. 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.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder 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 the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS

sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is

also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, 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 for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from

public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.

- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant 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.

- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying

that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek 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 of Coconut Creek. 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.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he 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 bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every

Contract and subcontract and solicitation therefore.

44. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (a) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they

may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. Confidential and/or Proprietary Information

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

46. Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Lorie Messer, Purchasing Analyst

Email: Lmesser@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

2. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal conference will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida 33063. Proposers or their representative(s) must attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the site and specifications will be answered and proposers will be able to familiarize themselves with conditions that may affect the proposal price.

NOTE: Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

3. Proposal Requirements

3.1 Minimum Qualifications

- Contractor shall have a General Towing and Wrecker service license issued by Broward County
- Drivers towing vehicles/equipment shall have a valid commercial driver's license in their possession as required
- Minimum of five (5) years' experience
- Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended

3.2 Firm Qualifications

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number. Proposer shall provide a detailed organizational chart showing all individuals, including their titles, who will perform any work on this contract. Describe the experience, qualifications and other information including relevant experience on similar contracts of all key individuals to perform work on this contract. The proposal must also identify the contact person and telephone number.

4. Proposal Format

The proposal shall contain three (3) sections:

Section 1: Qualifications, Experience, Past Performance, Violations & Litigations

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- Provide a detailed description of comparable contracts (similar in scope of services of this contract) which Proposer is either performing or has completed within the last three (3) years.
- Describe any prior or pending litigation or investigation, or violations either civil or criminal, involving a governmental agency.
- Include a list of awards or recognitions obtained

Note: The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

Section 2: Resources and Availability

- Describe the firm's management plan to be used, staffing configuration and safety protocols.
- The Proposer shall furnish a list of vehicles and equipment to be used in accordance with the contract. Complete list of equipment shall indicate type, year, manufacturer, and capability of vehicle to provide the services required. Also, indicate ownership.
- Proposer shall provide the address of the location(s), including a copy of the deed of the property in the Proposer's name or a copy of a valid lease agreement, for each lot the Proposer intends to use in the performance of this contract. Proposer shall provide site plans of each lot to scale complete with dimensions or 4" x 6" photographs depicting the placements of the signage, placement of the main office on the lot, lot size, and capacity.
- List the locations of any additional lots operated by the Proposer under the same business name, and the name and address of any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office and all their lots.

Section 3: References

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past five (5) years, at least two (2) of which are governmental entities. For each client reference include:
 - Project name and location
 - Scope of services provided
 - Cost of project
 - Contact person, title, business address, telephone and fax number, and email address
 - Start and completion date of the contract

Note: Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

5. Environmental Regulations

City reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify City immediately of notice of any citation or violation, which Proposer may receive after the proposal opening date and during the time of performance of any contract awarded to Proposer.

6. Sub-Contractors

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.

6.2 Sub-Contractors Agreement

All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. Competency of Proposers

Proposals shall be considered only from firms that have five (5) or more years experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

8. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "**first priority**" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

9. Performance

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

10. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	Sunday, June 10, 2018
Mandatory Pre-Proposal Meeting	Tuesday, June 19, 2018 at 10:00 a.m.
Last Date of Receipt of Questions	Monday, June 25, 2018 at 5:00 p.m.
Questions & Answers - Addendum Release (if required)	Thursday, June 28, 2018
Proposals Due	Wednesday, July 11, 2018 at 9:00 a.m.
Compliance Review	Thursday, July 12 – 18, 2018
Selection Committee Evaluations/Short List	Wednesday, July 25, 2018 at 9:00 a.m.
Oral Interviews/Selection of 1 st Ranked Proposer	Tuesday, July 31, 2018
Contract Negotiations with 1 st Ranked Proposer	Wednesday, August 8, 2018
Commission Award of Contract	Thursday, September 13, 2018

11. 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, or delay or failure of service from a public utility needed for their performance, provided that:

- A. 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;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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
- D. 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.

12. Proposal Submission

- 12.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 25MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.
- 12.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained

electronically from the eBid System and no alteration of any kind has been made to the solicitation.

- 12.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 12.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 12.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 12.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 12.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 12.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 12.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

13. Cash Proposal Deposit and Performance Deposit

The City requires a cash/performance deposit in the amount of one thousand (\$1,000) dollars in the form of a cashier's check, certified check, cash or money order, made payable to the City of Coconut Creek. Proposer shall submit the deposit in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the City Clerk located in City Hall prior to the due date and time. If the successful proposed Contractor fails to enter into a franchise Agreement with the City due to fault of the Proposer, this proposal deposit will be forfeited to the City of Coconut Creek without recourse. Deposits of the unsuccessful Proposers will be returned within ten (10) working days after the award of agreement or rejection of all proposals by the City Commission. The cash deposit of the Successful Proposer shall be deposited by the City and become part of the cash performance deposit as stated herein.

14. Performance Bonds / Irrevocable Letter of Credit

The Successful Contractor will execute and deliver to the City, within ten (10) days after notice of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City in the total amount of the Contractor's bid amount, which is to be held by the City in a non-interest bearing escrow account, during the term of this agreement, to insure that the Contractor makes prompt monthly payments as provided by the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30)

days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or 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 the Agreement by the Contractor.

The City may draw against the performance deposit a late charge of fifty dollars (\$50.00) any time that the Contractor is ten (10) days late in providing its required payment(s). Additionally, the performance deposit will also insure that the Contractor provides prompt response to Police requests to tow vehicles and provide the services herein agreed to. In the event that said Contractor fails to answer a call within forty (40) minutes of being dispatched to open the compound, or to respond to a call for wrecker with sufficient equipment to remove a vehicle, then it shall forfeit the sum of fifty dollars (\$50.00) of the performance deposit to the City. The Contractor shall replenish such deposit each time a portion of it is forfeited. The Contractor shall further agree to reimburse the City within thirty (30) days for any fees or expenses incurred because of the Contractor's failure(s). At the end of the period of time covered by this agreement, if the City is holding an amount of the Contractor's performance deposit, said amount will be returned to the Contractor within thirty (30) days after expiration of this agreement.

15. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price / Franchise Fee

15.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.

15.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

15.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

16. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

17. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

18. Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

19. Examination of Proposer's Facilities by City Personnel

The City as part of the evaluation may make an inspection of the Proposer's facilities. The Evaluation Committee or a delegate of their appointment, as part of their evaluation, may perform this inspection.

The term facilities as used in the Request for Proposal shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the City may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the services.

20. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not

submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

21. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

22. Award of Contract

- 22.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) Proposers if the City deems it is in its best interest.
- 22.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 22.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 22.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 22.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

23. Contract Term

- 23.1 The initial contract period shall be for five (5) years. The City reserves the right to extend the contract for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount.

Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

23.2 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 Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

24. Franchise Fee

Contractor shall submit their proposed permit fee electronically through the eBid System "Line Items" tab. The minimum towing permit fee the City will accept is \$40,000 per year. Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If franchise fees are ten (10) days late, a charge of fifty dollars (\$50.00) shall be applied in addition to interest at the highest rate allowed by current *Florida State Statute*. If franchise fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.

25. Franchise Fee Adjustment

Franchise fees paid to the City shall be increased each year of the contract by a minimum of five percent (5%) from the previous year's fee. The actual increase shall be negotiated between the City and Contractor based upon volume of services provided during the previous twelve (12) month period.

26. Cost of Service to the Public

Successful Proposer will be governed by the City of Coconut Creek's Towing Fees regarding maximum tow charges. The schedule of charges listed is attached as Attachment "A" to this RFP and will govern the cost of services to the public under any agreement established as a result of this RFP. The cost of service will be based on the vehicle to be towed, not necessarily on the particular vehicle dispatched to the scene. No other charges are applicable to vehicles towed under this contract.

27. Cost Adjustment

Costs to the public shall be subject to adjustment only if allowed by resolution by the City of Coconut Creek City Commission.

28. Additional Contractor Responsibility

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

29. Responsibility for Payment

The City of Coconut Creek 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 (equivalent to a normal automobile 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.

30. City Vehicles

Contractor shall recover and/or tow City owned or leased vehicles and equipment that are located within the Tri-County Area to any location within Broward County at no charge to the City. In addition, Contractor shall provide tire changes and vehicle jump-starts within the Tri-County Area, at no charge to the City.

31. Impounded, Seized Vehicles and Equipment

Contractor shall recover and/or tow vehicles and equipment that are impounded or seized by the Police Department within the Tri-County Area to any location within Broward County, at no charge to the City.

Vehicles placed on 'police hold' for investigate, evidentiary, or forfeiture purposes, may be held indefinitely at no charge to the City. A Contractor must notify the Police Department of an impending release of a vehicle with a police hold prior to releasing the vehicle to the owner or any other party.

32. Suspension

Should at any time during the term of this contract, including any option terms, the Contractor be in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

Should at any time during the term of this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the City shall have the right to suspend the Contractor until the outcome of any pending investigation including trial should one result. Upon termination of the criminal investigation, which does not result in criminal charges, the City at its sole discretion may cancel the contract or reinstate the contract. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the City in its sole discretion may cancel the contract or reinstate the contract.

33. Special Services

If additional duties, similar to those contained in the Scope of Services of this RFP, 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 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. In any such instances the City reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the City's procurement policies.

34. 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 cannot be removed in forty (40) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the Police Officer at the scene.

35. Benefit from Repairs

Contractor shall not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business. If the Contractor currently 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 of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during the evaluation process of the Proposer's qualifications and capabilities. 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 may result in termination for cause.

36. Complaints and Disputes

At all times, Contractor shall conduct its business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

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.

37. State Sales Tax

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 Statutes.

38. Required Licensing

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Broward County, and have current decals issued by Broward County for all towing vehicles. The Contractor must also have all necessary State, County, City, and local licenses and permits as may be required to operate this type of business.

39. Charges for Time at the Scene and Complications

Cost of time at the scene, labor, or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the City.

If, and only if such time at the scene consumes more than the time specified in the towing rates (Attachment "A") will the extra waiting time charge or any fraction thereof be assessed by the Contractor as per Attachment "A". Assessment of complication charges will be 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 shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

40. 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.

41. 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 the 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 satisfactorily, the dispute shall be reported to the City no later than the next business day.

42. Contractor Personnel

Upon commencement of the Franchise, the Contractor shall submit to the City's Contract Administrator a list of all current employees and any new personnel, including full name, home address, date of birth and proof of current valid Florida driver's license. Furthermore, Contractor shall supply the same information to the Contract Administrator within forty-eight (48) hours of the hiring and separation of said employees. The Police department shall run a background check on new hires at Contractor's expense.

- 42.1** The owners of the company or the officers of the company (if a corporation) and the company shall be responsible jointly and severally, except as expressly prohibited by law, for the acts of their employees while on duty.
- 42.2** It is the intent of the parties hereto that the Contractor shall be legally considered as an independent operator and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall not be legally responsible for any act, omission, negligence on the part of said Contractor, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.
- 42.3** Each driver shall be subject to driver license verification and criminal background checks.
- 42.4** Contractor agrees to submit its trucks and equipment for inspection by the City at any reasonable time at the City's request so as to insure compliance with all the terms of the contract.
- 42.5**
 - a) Contractor shall assign qualified towing and wrecker vehicle operators who are properly licensed in accordance with *Florida Statutes 322*.
 - b) Each towing wrecker vehicle operator shall have a detailed knowledge of the layout of the City streets.
 - c) Each towing and wrecker vehicle operator shall be trained and qualified to perform the duties of a wrecker driver, shall be physically capable of performing the duties and shall be courteous and polite in their dealings with the public. Operator shall wear a uniform with the name of company.
 - d) Contractor will ensure that each driver operates each towing and wrecker vehicle in a safe and proper manner in accordance with operating manuals and *Florida State*

Statutes. Upon receipt of any complaints from the Police Department on driver's found to be unsafe or improperly operating, documented corrective actions will be required of the Contractor.

43. Tow Truck Markings

The Contractor agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Coconut Creek 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) *Florida Statutes*.

44 Insurance Requirements

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

44.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

44.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

44.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

44.4 Garage Liability

Contractor shall carry Garage Liability Insurance with limits of not less than One Million (\$1,000,000) dollars per occurrence and not less than Three Million (\$3,000,000) dollars aggregate.

44.5 Garage Keepers Legal Liability

Contractor shall carry Garage Keepers Legal Liability Insurance with limits of not less than Two Hundred Fifty Thousand (\$250,000) dollars per occurrence.

44.6 On Hook and Cargo Legal Liability

Contractor shall carry On Hook & Cargo Legal Liability Insurance with limits of not less than One Hundred Thousand (\$100,000) dollars per occurrence.

44.7 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

44.8 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

45. Dispute Resolution**45.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited

to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.

- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

46. Scrutinized Companies pursuant to Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

47. Inspection, Direction, and Payment

- 47.1** The work will be conducted under the general direction of the Chief of Police or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 47.2** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 47.3** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 47.4** Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter.
- 47.5** It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose

The City of Coconut Creek, Florida is actively seeking proposals from qualified firms to establish a multi-year Franchise Agreement for Citywide Wrecker Towing Service for the removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic crash or for non-consensual removal of vehicles from public streets and areas within the City.

2. Eligibility

To be considered responsive to this RFP, Proposers must comply with all of the minimum requirements set forth in this document. The City reserves the right to negotiate with any or all of the responsive Proposers.

To be eligible to provide towing services for the City, the Contractor must demonstrate that they have successfully completed services similar to those specified in this proposal. The Contractor must be regularly engaged in the towing business within the geographic boundaries described herein, have prior successful experience in providing similar services during the past five (5) years, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract. Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

3. Communications

Contractor shall provide its own two-way radio or approved alternate communication system. The communications system shall be between Contractor's base station and service trucks that provide towing services for the City. The communication system shall be regularly checked and remain fully operational during the term of the Agreement.

4. Storage Facilities

4.1 Inside Storage

1. Roof; wall; solid floor, i.e., concrete or asphalt, free of standing water and vegetation; lockable door; alarm system approved by the Police Department. The area shall be accessible to authorized personnel only.
2. Working area of 9'x20' per vehicle with at least 8' ceiling.
3. Have, within thirty (30) days of award, a hydraulic rack capable of lifting vehicles totally off the floor or equivalent facilities to permit Police investigators to stand below the vehicle to make thorough investigations.
4. Electrical lighting source sufficient to permit processing of vehicle.
5. One (1) outside window or ventilation system.
6. May not be located on the physical plant (grounds) of another business without prior approval of the Police Department; i.e., inside storage must be located inside the physical plant of the Contractor's business.
7. Contain a minimum of eight (8) inside storage spaces for the exclusive use of the Police Department.

4.2 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 rainstorms.
2. Must contain a minimum of fifty (50) 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 must be enclosed with a solid wall or a substantial wire fence not less than six (6) feet in height.
4. Contractor must provide outside storage, at outside storage rates, unless he receives written instructions from the City or vehicle owner to provide inside storage for that vehicle.
5. 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.

4.3 Office Facilities

1. Contractor shall provide a desk, chair and telephone for Police use by the Police Chief or designee, or other law enforcement officer for inspection of records and vehicles. The restroom(s) and wash-up facilities shall be kept in a clean, sanitary condition.
2. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
3. To be separate from any other business or enterprise.
4. The facility must be accessible 24 hours per day, 7 days per week.
5. Contractor shall have an employee on duty at the storage facilities in the office, during regular business hours, for immediate response to calls for service or for release of vehicles. The office is not to close during regular business hours. Phone answering services are not permitted.
6. An employee shall be on call after regular business hours, near Contractor's office, seven (7) days a week. If an employee is needed for a call, a replacement employee must be provided.

4.4 Crime Scene Storage

1. A storage facility for vehicles, which have been marked "hold" by the Coconut Creek Police Department relative to a crime scene investigation, shall be stored at the Contractor's Principal Compound.
2. Any vehicle towed, stored, and marked "hold", relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator, unless otherwise authorized by police personnel.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.
4. If laboratory work on a crime scene vehicle must be processed at the City of Coconut Creek's Police Department or other local facility, the crime scene vehicle shall be transported at no charge to the City.

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

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 periodic 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 by the Contractor to correct the discrepancies to the satisfaction of the City.

4.5 Facilities Location Changes

In the event all storage facilities of the Contractor are filled to capacity, the Contractor shall not be relieved of responsibility to perform and is required to make such arrangements for storage as will fulfill the requirements of the City. All storage space used, which is not listed in the original proposal, must meet the requirements of the Franchise Agreement. No storage space or area shall be used or changed unless prior written approval is obtained from the Police Department.

5. Equipment

Contractor shall have access to a certified scale to weigh vehicles at the Police Department's request. Contractor shall have a minimum of eight (8) vehicle skates to allow for the movement and positioning of vehicles for investigative purposes.

6. Towing Service

Requests for public towing service and removal of traffic hazards shall be routed through the Police Department or the Code Enforcement Division. The Police Department or the Code Enforcement Division reserves the right to cancel a request for services from Contractor at any time, including up to time of hookup. Except in situations where a vehicle has a police hold, if the registered owner or other legally authorized person in control of the vehicle arrives at the scene prior to the removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one half of the posted rate for such towing service for which a receipt shall be issued, unless that person refuses to remove a vehicle which is otherwise illegally or unlawfully parked. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service for which charges are applicable. All vehicles being towed to Contractor's storage compound shall be taken directly to that area. Nothing herein will prevent the owner of a vehicle from selecting his/her own tow service. However, the Officer on the scene may take any action deemed necessary to clear the scene, including, but not limited to, cancellation of a non-franchised wrecker up to time of hook-up upon an unreasonable delay or an emergency condition. The location of the towed vehicles must be retained in the designated compound and removed only with proper authorization from the City of Coconut Creek Police Department.

Should Contractor furnish a wrecker in a higher class than the one required for a particular class of vehicle, the only charges that would be authorized would be those for the proper class of wrecker for vehicle being towed.

An owner of a vehicle shall be allowed to remove personal unattached property from their vehicle on a "one time" only basis at no additional charge. An additional charge of twenty dollars (\$20.00) may be assessed for each subsequent request to remove personal unattached property. No other charges may be imposed.

6.1 Delays

The Contractor shall respond to requests for service within forty (40) minutes of the receipt of request for service. If longer than forty (40) minutes, a penalty may be imposed. The penalty shall be fifty dollars (\$50.00) unless the Contractor has good cause in the opinion of an authorized Police Department Representative (Contract Administrator). Penalty fees may be imposed following written notification of any delay of service beyond forty (40) minutes.

7. Cleanup and Debris Removal

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Officer.

7.1 Removal of Hazardous Waste Spills

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Department. The Contractor must ensure all tow truck operators that perform hazardous materials cleanup meet all training and prescribed requirements of all applicable laws, rules and regulations. In addition, it shall be the responsibility of the Contractor to properly dispose of all hazardous materials and debris in accordance with all applicable laws, rules and regulations. An additional fee may be charged for hazardous material removal in accordance with the current rates set forth by Coconut Creek's Towing Fees (Attachment "A").

8. Protection of Vehicles and Property

In addition to the responsibility of providing security for stored vehicles, Contractor shall assume responsibility for any articles of value left in the vehicle and listed on the property receipt form. Contractor shall replace any such article upon verification of the loss by the designated investigative person representing the Police Department. Contractor shall assume total responsibility to ensure at time of tow that impounded vehicles shall remain in the same condition and retain the same equipment. The Contractor shall also assume responsibility for any articles of value left in the vehicle and listed on the Vehicle Inventory Receipt. Any complaints concerning thefts from a stored vehicle will be investigated by the Police Department and appropriate action taken. Provisions under this section do not preclude any aggrieved party from seeking remedy in the appropriate court.

8.1 Weatherproofing of Vehicle

If, in the opinion of a Contractor and with the concurrence of the owner and/or the Police Department, the vehicle requires special weather protection, the Contractor will so note it on the vehicle storage receipt and the Contractor shall be required to completely cover the vehicle with a weatherproof material and shall be allowed to charge a one (1) time fee for this service per Coconut Creek's Towing Fees (Attachment "A"). No additional charges will be allowed.

9. Release of Vehicles

The Contractor shall directly release any vehicle which has not been marked "hold" provided that the proper proof of identification and ownership is presented and payment of appropriate fees is received. Any vehicle tow which is marked "hold" will not be released without written authority from the 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 lien holder of the vehicle, or to the authorized agent of such person. The vehicles released by the Contractor shall be delivered to the public right of way at no additional charge. This shall include the use of any necessary equipment. Vehicles shall be available for release between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 2:00 p.m. Saturdays, excluding holidays.

9.1 All motor vehicles which have not been reclaimed must be disposed of according to applicable State, City, and County laws.

10. Viewing of Impounded Vehicles

Contractor agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of Contractor. Contractor shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle's owner or representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to

telephones, tapes, tools, etc., and Contractor shall assist any vehicle's owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by Contractor.

11. **Equipment Availability**

If Contractor sub-contracts, Contractor is still responsible for meeting all of the requirements of these rules and regulations.

11.1 Contractor must have adequate up-to-date equipment and personnel (including trained and qualified) capable of handling all types of vehicles and equipment in the safest possible way and in any situation that may arise to include underwater recovery.

11.2 Contractor shall use all appropriate equipment and safety procedures required to provide the services required of this contract. Failure to use proper equipment and safety precautions for each tow or retrieval constitutes a violation of the contract.

11.3 Contractor shall be responsible for all damages resulting from use of improper procedures and/or equipment.

12. **Signage**

Contractor must post a City approved sign in its facility indicating charges authorized by the City, in accordance with this Agreement. The sign must be minimum one (1) inch lettering and permanently and conspicuously posted in the area where the charges are paid to the Contractor.

12.1 The Contractor acknowledges it is an independent Contractor and not an authorized agent, partner, affiliate, joint venture or representative of the City. The City is not responsible or liable for the acts, omissions, debts or default of the Contractor or its employees.

12.2 Contractor agrees that its tow sites or issued correspondence will not indicate any official relationship between the Contractor and the City of Coconut Creek.

13. **Forms**

The Contractor shall provide standardized, printed, sequentially numbered, City approved triplicate receipt forms listing the nature of the work performed. The rate schedule shall be printed on each copy of the form.

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 City.
- C. Location where tow originated and destination.
- D. Vehicle VIN number.
- E. Vehicle make and model.
- F. Vehicle license number.
- G. Driver's name and I.D. number.
- H. Reason for the tow such as: crash, parking, road blockage, City vehicle, confiscated, abandoned/derelict, etc.
- I. Breakdown of all towing, recovery, or storage charges.

The following information shall be printed or stamped on the invoice/receipt and provided to owner when vehicle is picked up:

- 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.)

14. Reports and Owner Notification

The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer on scene will be responsible for obtaining the information required on the vehicle towing/storage receipt for all titled vehicles. The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer is required to submit a report describing the circumstances requiring the dispatch of a tow truck. The wrecker driver shall not remove a vehicle from the scene without a copy of a fully executed and legible receipt. If, at the time of removal, the name of the registered owner of the vehicle is not available, it shall be the responsibility of the Police Department to supply this information to the Contractor upon request. If the state of registration is unknown, the Contractor shall make a good faith effort to notify any potential owner or lien holder, and such notice shall be given with a reasonable period of time from the date of storage. Good faith effort means the following has been performed by the Contractor to establish ownership or interest in the towed vehicle:

1. Check of vehicle for any type of tag, tag record, temporary tag, or regular tag.
2. Check of Law Enforcement Report for tag number, if the vehicle was towed at the request of a Law Enforcement Officer.
3. Check of trip sheet or tow ticket indicating if a tag was on vehicle at beginning of tow.
4. If there is no address of the owner on the impound report, check of Law Enforcement Report to see if an out-of-state address is indicated from the driver license information.
5. Check of vehicle for inspection sticker or other stickers and decals that may indicate a state of possible registration.
6. Check of the interior of the vehicle for any papers that may be in the glove box, trunk, or other areas for a state of registration.
7. The Contractor shall maintain a separate log of vehicles in which the owner or lien holder cannot be determined. This log shall be maintained at the tow location listing the date, time, method of notification, location towed from and total towing and storage charges.

14.1 The Contractor shall maintain, at his/her place of business, a file that will contain:

- a) Vehicle towing/storage receipt of each vehicle on premises towed under this franchise and proof of ownership notification and invoice of charges for all vehicles released. These receipts will be maintained sequentially according to the Police Case Number or Code Enforcement Case Number.
- b) Log of all calls for service on a monthly basis.
- c) Notification log indicating date, time and method of notification to the registered owner of a towed, stored vehicle.
- d) Copies of all release forms.

- e) Copies of all forms pertaining to the disposal of vehicles not claimed by owner(s).
- f) A log indicating vehicles to be auctioned, date of auction, name and address of owner and/or lien holder, and date contacted.

14.2 The Contract Administrator or designee reserves the right to examine any and all records relative to the franchise agreement, and said files and logs shall be available for inspection and checking during normal working hours, during the entire term of this agreement and for three (3) years thereafter.

14.3 The Contractor shall supply to the City:

- a) Copy of public notice of sale prior to date of sale, a detailed listing of vehicle serial numbers, tow receipt number, year, make and model number of vehicle, moneys received, purchaser's name and address.
- b) Copy of paid towing/storage receipt on a monthly basis identified by the towing receipt number.

15. Default and Cancellation

The occurrence of any of the following events shall constitute cause for canceling the Agreement, and the Agreement shall in fact automatically terminate upon the following:

1. Failing to respond three (3) times during the course of any year to City's request for tows.
 - a) (A delayed response in excess of forty (40) minutes may not be considered a failure to respond.)
2. Failing to submit the franchise payment in timely fashion.
3. The Contractor filing an Adjudication of Insolvency, reorganization or bankruptcy.
4. Abandonment of the premises or discontinuance of operation.
5. The making of a general assignment for the benefit of creditors.
6. Exceeding rates authorized by this Agreement.
7. An unsatisfactory annual review (by the Contract Administrator) specifying anyone of the following:
 - a) Deficient performance.
 - b) Criminal Conduct.
 - c) Violations of State, Federal or Municipal Laws or Regulations.
 - d) Sustained complaints of rude or discourteous service.

16. Competency of Contractor

Pre-permit inspection of the existing or proposed facilities will be made after the submission of application. Applications shall be considered only from firms experienced in the towing business, and who can produce evidence that they have an established and satisfactory record of performance and have available the required equipment location, size and site and organization sufficient to ensure that they can properly execute the services required:

1. Applicant must have all necessary county and local licenses and permits as may be required to operate the type of requisite business.
2. The applicant is presumed to be familiar with all laws, ordinances, rules and regulations that may, in any way, affect the work. Ignorance of the foregoing on the part of the applicant will in no way relieve it from responsibility.

3. Contractor shall provide standardized, printed sequentially numbered, City approved invoice forms listing the nature of the work performed, for the exclusive use of Police tows, Parking tows or Code Enforcement tows. A legible invoice shall be made for each and every vehicle towed.
4. Contractor shall keep on file for three (3) years copies of all paid invoices, together with Vehicle Storage Receipts and any and all impound logs filed by sequentially incident numbered forms. These records shall be subject to inspection by designated City representatives during normal business hours.
5. Contractor shall comply with all written procedures as issued jointly from time to time by the Parking Enforcement Division, the Police Department and the Code Enforcement Division, which will facilitate the release of towed and/or impounded vehicles to the owner.

17. Vehicle Classifications

For charges as stated herein, fees charged shall be based on gross vehicle weight as set forth by Coconut Creek's Towing Fees (Attachment "A"):

- 17.1 Towing Charge(s)** - Maximum fee to be charged for towing each class of vehicle as set forth by Coconut Creek's Towing Fees (Attachment "A"). This maximum fee shall include services associated with towing, winching, waiting time, overturning or use of a dolly or flatbed for any vehicle subject to tow.

*Cancellation after tow services engaged (vehicle not towed from scene) only half of the towing fee may be collected.

- 17.2 Storage Charge(s)** - Maximum fee to be charged for storage of each class of vehicle for each twenty-four (24) hour period, or portion thereof, after first six (6) hours, which is included in the above maximum towing fee as set forth by Coconut Creek's Towing Fees (Attachment "A").

*Vehicles subject to forfeiture will not accrue storage or towing charges for the first thirty (30) days of storage.

- 17.3 Service-call fees other than towing** - A tow or hook-up fees and service-all fees are separate items. A service-call fee can be charged in addition to the tow service rendered, i.e. repair flat or start vehicle. Any service call fee must be approved by vehicle owner prior to service provided. Service call fees are set forth by Coconut Creek's Towing Fees (Attachment "A").

17.4 Administration (After 24 Hours)

Administrative charges referred to and include verification of a vehicle identification number, search of vehicle for ownership information, preparation of documents required by *Florida Statutes*, preparation and mailing of any applicable notification letters, preparation of vehicle for auction. Contractor must actually perform research to determine ownership of and notification to vehicle owner. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report and must be made available upon request. Administrative charges shall not be imposed on vehicles with a police hold until or unless the hold is removed and such administrative services become applicable.

18. Annual Performance Review, Inspections and Audits

The City may 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, extent 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 shall 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, Contractor's 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.

The Contractor agrees that all records, equipment, personnel, office and storage facilities shall be subject to periodic checks and quarterly audits by representatives of the City without prior notice.

19. General Terms

19.1 The fee provisions of this Agreement shall apply to all tows requested by or through the City, when vehicles are towed to the Contractor's yard. The owner of a consent-towed vehicle that is taken to a location other than the Contractor's yard, at the request of the vehicle owner, driver, or other authorized person, may be charged for mileage in lieu of time for services. This provision does not affect the initial hookup and/or first fifteen (15) minute fee, as outlined in the City's fee schedule.

19.2 Nothing herein will prevent the owner of a vehicle from selecting its own tow service.

19.3 Contractor shall abide by all applicable State, County and Municipal laws and regulations regarding impoundment and storage of vehicles.

20. Crime Victims Exemption

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

21. 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 713*. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

22. 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.

23. Equipment Requirements

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. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. 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. All towing

vehicles must be equipped with a two-way radio capable of covering all assigned territory and to the Contractor's Compound.

Contractor shall have full control and total availability of all equipment listed below in his/her contract inventory.

A. Class "A" Towing/Recovery Vehicle Specifications

Quantity: Six (6), including flatbed car carriers

1. A truck chassis with a manufacturers rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured crane and winch having a manufacturers 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, which 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 roll-back 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 "B" Towing/Recovery Vehicle Specifications

Quantity: Two (2)

1. A truck chassis with a minimum manufacturer's capacity of 15,000 pounds GVW. A total boom capacity of not less than 6 tons. A power winch with a pulling capacity of not less than 10 tons.
2. Minimum of 200 feet of at least 7/16 inch cable.
3. Cradle tow or tow sling to pick up vehicles. Cradle or tow plate to be equipped with safety chains.
4. Double booms so constructed as to permit splittings or single boom, hydraulic elevated and extendible with 360 degrees swivel at end of boom.
5. Dual rear tires.
6. Two snatch blocks – eight (8) ton rating.
7. Floor lights on the hoist.

C. Class "C" Towing/Recovery Vehicle Specifications

Quantity: Two (2)

1. A truck chassis with a manufacturers 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 manufacturers 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.

D. Class "D" Tow Truck – Including flatbed sidecar carrier

- 1. Minimum gross weight is 58,000 lbs.**
- 2. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.**
- 3. Boom capacity 70,000 lbs.**
- 4. Winching capacity 70,000 lbs., except 15,000 lbs. for flatbed sideback carrier.**
- 5. Cable size and length, 3/4" x 200'. Cable to axle dimension, 180".**
- 6. Wheel lift extended rating, 45,000 lbs. & 15,000 lbs.**
- 7. Tow sling safe lift rating, 12,000 lbs., and safety chains (2 ea.) 1/2" alloy.**

D.E. Special Equipment: Equipment such as a Lowboy, air cushions, or major street 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:

6. Hydraulic roll back, flatbed, tilt, self-loading with 50,000 minimum capacity. 60,000 pounds GVW
7. Hydraulic winch capacity of 10,000 pounds minimum
8. Size: 48 feet long and 102" wide.
9. Contractor must have access to a certified scale capable of weighing vehicles involved in serious or fatal accidents at the request of the investigator.

Note: The COMPANY will be required to have a minimum of two (2) vehicles available at all times to respond within twenty-five (25) minutes to an emergency scene, on a twenty-four (24) hour basis, seven (7) days a week, to assist the Coconut Creek Police or Fire Departments with extrication.

E.F. 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. One crowbar or pry bar with a minimum length of thirty (30) inches per vehicle.
8. A minimum of one 5 pound CO₂, or dry chemical fire extinguisher or equivalent. 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.

9. One pair of bolt cutters with a minimum ½ inch opening per vehicle.
10. One set of jumper cables per vehicle.
11. One four-way lug wrench per vehicle.
12. One flashlight per vehicle.
13. Five thirty (30) minute fuses per vehicle.
14. One snatch block for each winch, manufacturers rating to match winch, except for roll back carrier.
15. External air hookup and hoses for Class "C" trucks.
16. Extra towing chain six to eight feet in length with hooks per vehicle.
17. At least six safety cones or triangle reflectors per vehicle.
18. Fifty pounds of sand or suitable equivalent per vehicle.
19. Motorcycle trailer.

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ATTACHMENT A

**COCONUT CREEK'S TOWING FEES
TOWING FEES FOR NON CONSENT TOWS (I.P. TOWING)**

CATEGORIES AND MAXIMUM FEES FOR RECOVERY, TOWING, REMOVINGS, STORING OR IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY

Regulation Established

The fees established below are the maximum dollar amounts that business enterprises are authorized to charge as fees to vehicle owners for recovering, towing, removing, or storing vehicles, which are taken into possession of business enterprises, or for the immobilization of vehicles. The definitions in the Towing and Immobilization Company Regulating Ordinance shall be applicable to this regulation.

I. Categories and Fees

- a.** Maximum fees for recovering (vehicle not towed), towing, removing, or storing vehicles with a gross vehicle weight rating of less than 10,000 lbs. removed from private property (applicable to Class A tows, without regard to the classification of the towing vehicle; for Class B and C tows from private property, see fees listed in subsection b.):

1. Towing	\$123.87
2. Recovery (vehicle not towed) recovered from lakes, canals and other situations not normal for standard tows	\$50.00
3. Storing (after six (6) hours)	\$24.78 Per twenty-four (24) hours
4. Administration (after 24 hours)	\$30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*

- b.** Maximum fees for towing, removing, or storing vehicles with a gross vehicle weight rating of **less than 10,000 lbs.** without regard to the classification of the towing vehicle, removed from other than private property, including tows directly by law enforcement or other municipal agencies.

1. Class A: Towed vehicle gross vehicle rating less than 10,000 lbs.

(a) Towing:	
(1) First 15 minutes	\$134.19
(2) Each additional thirty (30) minutes, or fraction thereof	\$ 56.77
(b) Storage (outdoor), per day	\$ 24.78
(c) Storage (indoor), per day	\$ 30.97
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*

2. **Class B:** Vehicle in tow has a gross vehicle weight rating of 10,000 lbs. but less than 15,000 lbs.

(a) Towing	\$180.64
(b) Storage, per day	\$ 44.39 Per twenty-four (24) hours
(c) Flatbed	\$201.29
(d) Administration (after 24 hours)	\$ 30.40 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$180.64

3. **Class C:** Vehicle in tow has a gross vehicle weight rating of 15,000 lbs. but less than 30,000 lbs.

(a) Towing	\$309.67
(b) Storage, per day	\$ 51.61
(c) Flatbed	\$332.38
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$309.67

4. **Class D:** Vehicle in tow has a gross vehicle weight rating greater than 30,000 lbs.

(a) Towing (first 30 minutes)	\$412.90
(b) Storage, per day	\$ 51.61
(c) Flatbed-Lowboy	\$332.38
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per ¼ hour, per person or truck)	\$103.22

*Applicable only when company providing service must actually perform research to determine ownership of and notification to vehicle owner, lien holders or insurance companies. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report or similar documentation and be made available for inspection by the City 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 the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by company must be made available for inspection by the City upon request.

5. **Miscellaneous charges applicable to Class A, B, C, and D above:**

(a) Road Service (vehicle not towed)	
(1) Class A	\$41.29
(2) Class B	\$57.80
(3) Class C	\$74.84
(4) Class D	\$74.84
(b) Divers (submerged vehicle, per hour-per person)	\$100.00 plus cost per hour** (portal-to-portal)

**Only when performed by a certified/professional diver with the written documentation of costs incurred and only after the use of the diver has the prior approval by the investigating law enforcement agency/officer.

- c. **Winch Recovery** (Vehicle not towed and all times are for time actually on the scene).

- (1) **Class "A" Vehicle:**

A. First 30 minutes	\$103.22
B. Each additional 30 minutes	\$51.61

(2) Class "B" Vehicle:

A. First 30 minutes per truck	\$180.64
B. Each additional 30 minutes	\$90.32

(3) Class "C" Vehicle:

A. First 30 minutes per truck	\$309.67
B. Each additional 30 minutes	\$154.84

(4) Class "D" Vehicle:

A. First 30 minutes per truck	\$412.90
B. Each additional 30 minutes	\$206.45

d. Immobilization (Booting) \$67.10 per vehicle

II. Recovery

Pursuant to Section 715.07(2) (a), 3. Florida Statutes, the vehicle shall be disconnected from the towing apparatus upon the payment of not more than one-half of the rate for towing service. For all classifications of vehicle recovery, where the vehicle is released at the scene, the maximum fee for the category of recovery shall be one-half of the applicable towing rates established by the vehicle's maximum gross vehicle weight rate under Item # 1, Categories and Fees. The category of recovery is hereby established and defined as follows: to take possession of a vehicle and its contents and to exercise control and supervision over the vehicle. This category is established to provide for those occasions where the vehicle owner arrives at the towing scene before towing and removal, or in the case of a non-consensual tow, where the recovery is directed by law or municipal enforcement.

III. Storage

Pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle removed is stored for less than six (6) hours. Vehicle storage begins at the time the vehicle arrives at the storage facility and charges are based on each day which shall mean each consecutive twenty-four hour period from the time of arrival. The category of Storage for Vehicles Removed at the request of an authorized agent, property owner or law enforcement officer, derived from the Ordinance definition of "store", is hereby established and defined as follows: To place and to leave a vehicle towed at the direction of an agent authorized to make the direction to a site where the towing company, or a person on the initiation of the towing company, exercises control and supervision over the vehicle.

IV. Exclusive Fees

The amount of fees and the fee categories established by this Part shall be exclusive fees. In other words, there shall be no other fees or categories of service that business enterprises, may demand and collect from vehicle owners.

V. Towing Rates

The rates herein are based upon rates charge by Broward County. Shall Broward County rates be amended, the City of Coconut Creek reserves the right to also amend rates herein.

ATTACHMENT B

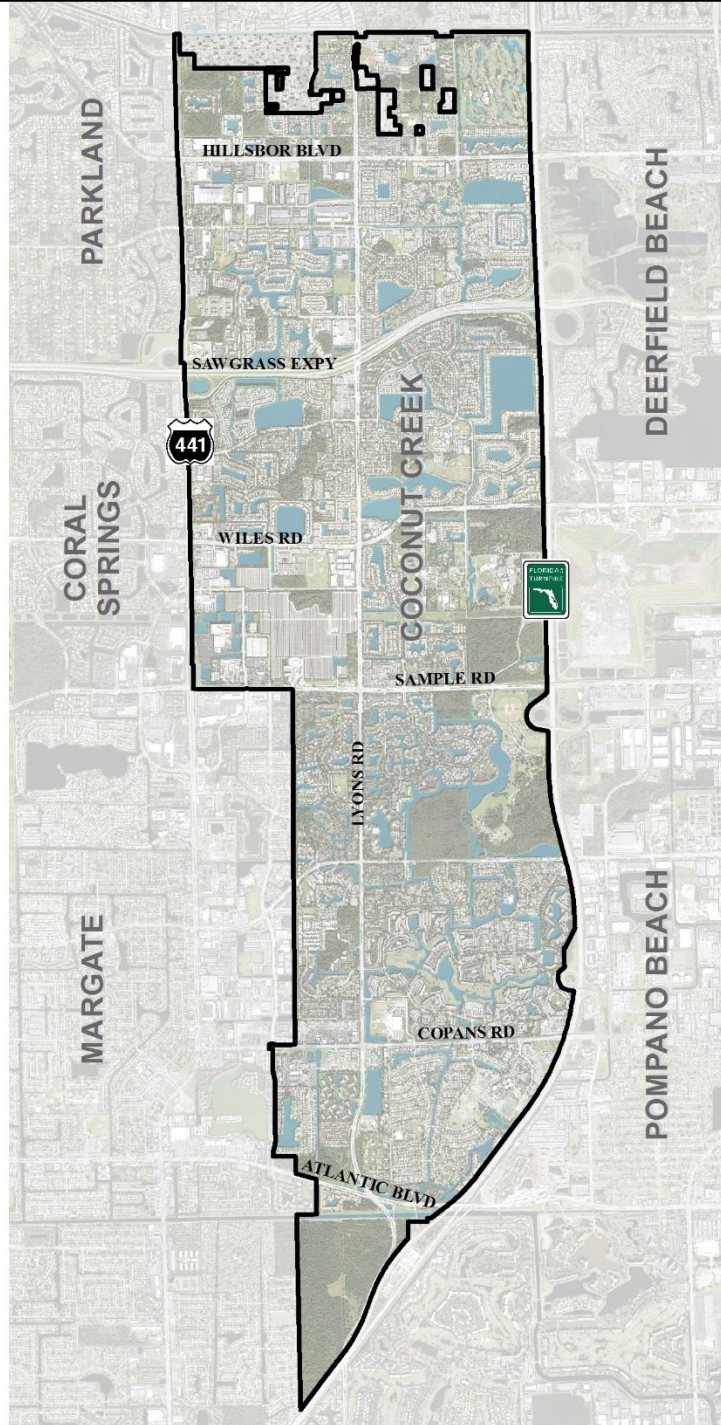
Average Number of Calls for Wrecker Service from the Police Department for the Past Ten (10) Years:

1. Police Directed Tows: Ten-thousand one-hundred and thirty (10,130)
2. City Directed Tows: Two-thousand two-hundred and fifty (2,250)

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ATTACHMENT "C"

CITY OF COCONUT CREEK GRAPHIC BOUNDARIES MAP



Map Scale = 1:63,360 (1" = 1mi)



Coconut Creek G.I.S.
I.T. Department

SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Foreign (Non-Florida) Corporation Form (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Certified Resolution Form	<input type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System “Line Items” Tab	<input type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide a **Franchise Agreement for City-Wide Wrecker Towing Service** pursuant to RFP No. 07-11-18-09, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Franchise Agreement for City-Wide Wrecker Towing Service, RFP No. 07-11-18-09 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

CITY OF COCONUT CREEK
FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER TOWING SERVICE
RFP NO. 07-11-18-09

SCHEDULE OF PROPOSAL PRICES

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY
THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

PROPOSED PRICING

Proposer agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this RFP.

FRANCHISE FEE PROPOSED TO INCLUDE all areas within City limits (minimum \$40,000):

\$ _____

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

Contractor's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
 Purchasing Division
 4800 West Copans Road
 Coconut Creek, FL 33063

Check One

Submitted By: _____
 Name: _____
 Address: _____
 City, State, Zip _____
 Telephone No. _____
 Fax No. _____

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. (To be uploaded with your proposal)

6. How many years has your organization been in business under its present business name? _____

a. Under what other former name has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Franchise Agreement for City-Wide Wrecker Towing Service that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

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

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

17. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and Subsidiary proposed for the contract

(use additional sheets if necessary)

18. List below the equipment, including type, year, and condition, that you propose for the contract.

(use additional sheets if necessary)

19. Do you have any interest in an automotive or truck repair, paint and body, salvage, junkyard, or Re-cycling business? (Y)_____ (N) _____

If yes, explain details including name, address and relationship to Proposer below:

20. Lawsuits (any pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest.

5. List all pending lawsuits which are concerned indirectly with the staff or part of your Organization proposed for the contract:

- b. List all pending lawsuits which are concerned directly with the staff or part of your Organization proposed for the contract:

21. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets

- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

22. State the name of the firm preparing the financial statement and date thereof:

23. Is this financial statement for the identical organization named on page one? Yes No

24. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

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

Proposer's Signature

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, Personally appeared

_____ And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Company Name

Date

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 07-11-18-09 for Franchise Agreement for City-Wide Wrecker Towing Service.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Phone

Date

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

“IT IS HEREBY RESOLVED THAT _____ (Name)”, the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Coconut Creek and **such other instruments in writing as my be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coconut Creek shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this __ day of _____, 20__.

(SEAL) By: _____ Secretary
_____ Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coconut Creek that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, *Florida Statutes*, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ____(a) Maintaining, defending, or settling any proceeding.
- ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ____(c) Maintaining bank accounts.
- ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- ____(e) Selling through independent Contractors.
- ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ____(i) Transacting business in interstate commerce.
- ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER