

**AGREEMENT FOR  
VEHICLE TOWING SERVICES CITYWIDE**

**THIS AGREEMENT**, made this 30<sup>th</sup> day of July 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and West Way Towing, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 3681 West Oakland Park Boulevard, Lauderdale Lakes, FL 33311, Phone: 954-444-4771, Fax: 954-583-9347, Email: cgoldtow@aol.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 135-11212, Vehicle Towing Services Citywide, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated May 3, 2013, ("Exhibit B"), excluding the section in Tab 11 titled "A POTENTIAL FREE VALUABLE SERVICE THAT THE CITY OF FORT LAUDERDALE CAN TAKE ADVANTAGE OF WITH THE USE OF THIS EXISTING BID."

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated July 30, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on August 15, 2013, and shall end on August 14, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

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

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

**C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days

prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

#### **F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

#### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

#### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

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.

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.

On Hook & 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.

Business Automobile Liability Insurance: Contractor shall carry Business Automobile Liability insurance with minimum limits of One Million (\$1,000,000) Dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

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

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

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

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

**L. Independent Contractor**

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

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

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

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

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

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

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

**R. Compliance With Laws**

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

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

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

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

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

**AA. Uncontrollable Circumstances ("Force Majeure")**

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

utility needed for their performance, provided that:

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.

#### **BB. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes , as may be amended or revised.

#### **CC. Public Records**

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2012), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City,

all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form:

[Signature]  
Senior Assistant City Attorney

ATTEST

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

CONTRACTOR

By: [Signature]  
Print Name: CRAIG GOLDSTEIN  
President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 26 day of July, 2013, by Craig Goldstein as president for West Way Towing, Inc., a Florida corporation.

(SEAL)

[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)



GINA M. RIZZUTI  
MY COMMISSION # EE 090148  
EXPIRES: May 3, 2015  
[Signature]  
(Printed Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Solicitation 135-11212**

**Vehicle Towing Services Citywide**

**Bid designation: Public**

**CONTRACT  
COPY**



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

## Bid 135-11212 Vehicle Towing Services Citywide

Bid Number **135-11212**  
Bid Title **Vehicle Towing Services Citywide**

Bid Start Date **In Held**  
Bid End Date **May 6, 2013 2:00:00 PM EDT**  
Question &  
Answer End **Apr 26, 2013 2:00:00 PM EDT**  
Date

Bid Contact **Michael F Walker**  
**Procurement & Contracts Manager**  
**Procurement**  
**954-828-5677**  
**mwalker@fortlauderdale.gov**

### Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide vehicle towing services citywide for the City's Police Department and other departments as required, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For information concerning [procedures for responding to this solicitation](#), contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI - Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**TITLE: Vehicle Towing Services Citywide****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide vehicle towing services citywide for the City's Police Department and other departments as required, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

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

**05. ELIGIBILITY**

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

Contractor must have satisfactory financial support, required equipment and organization sufficient to ensure that they can satisfactorily provide the services it awarded a contract within one month of proposal due date. Contractor MUST have a

**06. PRICING/DELIVERY**

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

**07. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

**08. AWARD**

Award will be made to one proposer for towing services within the City of Fort Lauderdale. The City reserves the right to award to that proposer who will best serve the interests of the City,

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

<b>EVENT</b>	<b>DATE/TIME</b>
Release of RFP	04/17/13
Deadline for Questions/Request for Clarifications	04/25/13
Addendum Release (if required)	04/26/13
Proposal Due Date/Time (Deadline)	05/6/13 No later than 2:00pm EST
Evaluation Committee Review/Visitations to proposers facilities, review of references and short listing of proposals (Estimated)	5/13/13 – 05/17/13 (Estimated time frame)

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 11/12 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST**  
This is a manufacturer/brand/model specification. No substitutions will be allowed.
07. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or September 15, 2013, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.  
  
In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
08. **COST ADJUSTMENTS**  
Prices quoted shall be firm for the initial contract term, two (2) year(s). No cost increases shall be accepted in this initial contract term. Also no price increases shall be accepted for the three one-year extension periods. Please consider this when providing your pricing for this request for proposal.
09. **SERVICE TEST PERIOD**  
If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.  
  
A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).
10. **CONTRACT COORDINATOR**  
The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor. City of Fort Lauderdale  
Coordinate and approve all work under the contract.  
Resolve any disputes.

Assure consistency and quality of Contractor's performance.  
Schedule and conduct Contractor performance evaluations and document findings.  
Review and approve for payment all invoices for work performed or items delivered.

11. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

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

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

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

12. **INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and 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 work completed and usable to the City.

Contractor agrees that all invoices are to be billed to the appropriate City entity, no later than the 15<sup>th</sup> of each month. Invoices received after this date without approval are subject to refusal by the City entity billed.

13. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

14. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered

are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice. Bid 135-11212

15. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

16. **SUBSTITUTION OF PERSONNEL**

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

17. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

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.

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.

On Hook & 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.

Business Automobile Liability Insurance. Contractor shall carry Business Automobile Liability insurance with minimum limits of One Million (\$1,000,000) Dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### 18. SUBCONTRACTORS

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide the day-to-day towing services required.

### 19. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors, if required and deemed necessary by the City, to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

A proposal security payable to the City of Fort Lauderdale shall be submitted **with the proposal response in the amount of five percent (5%)** of the total proposed amount. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## 21. PAYMENT AND PERFORMANCE BOND

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

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

## 22. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

23. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

24. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

25. SAFETY

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

26. CANADIAN COMPANIES

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

27. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

28. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

29. DEFAULT PROVISION

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

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 the Florida State Statutes.

## 31. FEES/PERMITS

The Contractor shall obtain and pay for all permits, licenses and approvals necessary for this contract. The Contractor shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

## 32. REQUIRED LICENSING

The Contractor shall at all times, during the entire term of the contract, be a holder of any Broward County licenses.

## 33. TORT IMMUNITY

The City of Fort Lauderdale hereby reserves to itself and any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

## 34. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

## 35. LOCAL BUSINESS PREFERENCE

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

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

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

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

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

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

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/index.htm>

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

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime

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

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### OVERVIEW:

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

### FORT LAUDERDALE POLICE DEPARTMENT (FLPD) GENERAL ORDER 124

Towing services under this contract shall be conducted in accordance with FLPD General Order 124, which is included in and made a part of this RFP as Exhibit "A". The General Order may be reasonably amended from time to time by the FLPD, and Contractor agrees to abide by such amendments.

### SCOPE OF WORK:

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

02. **ESTIMATED QUANTITIES**

Based upon reports provided by a prior contractor, current contract volumes are as follows: *for a total approximation of 5,900 police authorized tows, with an additional, approximately 1700 City Vehicle tows per year. Code Enforcement may also have approximately 350 authorized tows per year (See Part IV, 08 (A) Code Enforcement – Special Services).*

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

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

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

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

### FUNCTIONAL REQUIREMENTS:

03. **PERMIT FEES**

Contractor shall indicate their proposed permit fee in Section VII – Cost Proposal Section of this RFP. The minimum towing permit fee the City will accept is \$200,000 per year, paid quarterly.

Annual Permit Fees shall be payable by four equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If permit fees are delinquent, a late charge of \$100.00 shall be applied. If permit fees are more than

City of Fort Lauderdale Bid 135-11212  
 twenty (20) days late, Contractor is subject to suspension or cancellation at the City's sole option.

**04. CHARGES FOR TIME AT THE SCENE AND COMPLICATIONS**

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

**05. APPROVED TOWING RATES**

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

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

<u>ITEM DESCRIPTION</u>	<u>APPROVED RATE</u>
<b>Vehicle Tow by Class "A" Towing/Recovery Vehicle:</b> To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to vehicle owners requested destination within City limits with the exception of complications, (see below). To include first 15 minutes at the scene.	\$105.00 per call
Extra Time At Scene: For time after initial 30 minutes. Must be fully documented by Contractors records.	\$55.00 for each Additional 15 minutes or fraction thereof.
Complications: To be applied when the vehicle is overturned, stuck in sand, mud, or in the water, requiring more than a single hook—up and additional Contractor staff or equipment. To have prior authorization from Police Officer at the scene.	\$25.00 for each 15 minutes additional staff or equipment is at the scene.
Inside Storage: After the first 6 hours.	\$30.00 per day or part
Outside Storage: per day (after the first 6 hours)	\$24.00 per day or part
<b>Vehicle Tow by Class "B" Towing/Recovery Vehicle:</b> To include all services and equipment necessary to recover and ( See class A description)) tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination within City limits with the exception of complications, (see below). To include first ½ hour at scene.	\$175.00 Per Call
Flatbed	\$195.00 Per Call

Outside storage After the first 6 hours.	City of Fort Lauderdale	\$43.00 per day or part.	Bid 135-11212
Towing outside City limits /per mile / other than to contracted lot		\$9.60 per mile from city limits	
Extra time at scene after ½ hour ( See class A description))		\$55.00 per each additional 15 minutes	
Complications / requires additional staff or equipment. (See class A description)		\$40.00 per each additional 15 minutes additional staff / equipment is at the scene	
<b>Vehicle Tow by Class "C" Towing/Recovery Vehicle:</b> To include all Vehicle Tow by Class 'C' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below). To include first ½ hour at scene.		\$300.00 per call	
Flatbed		\$322.00 per call	
Extra Time At Scene: For time after initial ½ hour.		\$75.00 For each additional 15 minutes.	
Complications / requires additional staff or equipment. (See class A description)		\$75.00 For each 15 minutes additional staff / equipment is at the scene.	
Outside Storage: After the first 6 hours		\$50.00 per day or part.	
Towing outside of City limits, but within Broward County. To a location other than Contractor's compound(s) and only at the Request of the vehicle owner.		\$9.60 per mile from City limits	
<b>Vehicle Tow by Class "D" Towing/Recovery Vehicle:</b> To include all Vehicle Tow by Class 'C' Towing/Recovery Vehicle: To include all services and equipment necessary to recover and tow the vehicle to the Contractors Principal Storage Compound or to a vehicle owners requested destination Within City limits with the exception of complications, (see below). To include first ½ hour at scene.		\$400.00 Per Call	
Extra time at scene after first ½ hour		\$100.00 per additional 15 minutes	
Complications requiring additional staff or equipment. (See Class A description)		\$100.00 per additional 15 minutes staff / equipment is at the scene	
Outside storage After the first 6 hours		\$50.00 per day or part	
Towing outside of City limits, but within Broward County. To a location other than Contractor's compound(s) and only at the Request of the vehicle owner.		\$9.60 per mile	
Flatbed - Lowboy		\$322.00	

Miscellaneous Charges (All Classes)	
Divers Fee: Per hour for first hour or part at scene.  ** Only when performed by a certified/professional diver with the written documentation of costs incurred and only after the use of the diver has prior approval by the investigating officer.	\$100.00/hour  Plus cost per hour**portal-to-portal
Road Service: Vehicle Not Towed Per call for items such as assisted start, unlock door, deliver gas, change tire, etc. Not to be combined with vehicle tows.	Class A \$40.00 Class B \$56.00 Class C \$72.50 Class D \$72.50
Administration For cost of owner/lienholder search and notification. To be applied only if the vehicle has been stored for over 72 hours.	\$30.00
Street Clean Up Without a Tow When authorized without a tow. To include first ½ hour at scene.	\$48.00/call
Extra Time At Scene for Street Clean Up When authorized without a tow. For time after initial ½ hour.	\$24.00 for each additional 15 minutes.

**06. PERMIT FEE AND TOWING RATE NEGOTIATIONS**

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

**07. CITY VEHICLES**

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

Road Service Calls for City Owned Vehicles, when the service is provided outside the City limits. Road Services (as described in this section) that are required outside of the City Limits shall be charged the towing mileage rate of \$4.80 per mile (\$7.50 per mile outside of Broward County). This rate will apply to the distance between the nearest City/County limit and the vehicles location. This charge is calculated as one way and not round trip.

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

the city garage for a repair/replacement. The tire will then be placed back in their inventory.

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

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

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

#### **08. SPECIAL SERVICES**

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

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

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

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

#### **(A) CODE ENFORCEMENT – Special Services**

The City's Code Enforcement Division, up to 8 times per year, conducts towing projects that shall require the Contractor to respond to a specific location with up to 6 tow trucks, flat beds and grabs for removal of multiple vehicles. Contractor shall be given at least one-week notice prior to project date.

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

Cost of time at the scene, labor, or equipment needed from the time of arrival at the scene until completion of the Code Enforcement project shall be included in the basic

City of Fort Lauderdale Bid 135-11212  
tow rate, unless the officer on the scene authorizes complications charges. Extra time at scene rates does not apply to Code Enforcement towing projects.

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

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

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

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

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

**09. ADDITIONAL CONTRACTOR RESPONSIBILITY**

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

**10. POSTING AND PROVIDING APPROVED TOWING RATES**

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

**11. INVOICES**

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

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

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

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

**12. STATE SALES TAXES**

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

**13. CONTRACTOR FILES/AUDIT**

Contractor shall maintain at his Principal Compound, or central offices located within

seven (7) miles of City limits, <sup>City of Fort Lauderdale</sup> files that include, but are not limited to, the following:

Bid 135-11212

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

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

#### 14. REPORTS

Contractor shall submit to the Police Department, with a copy to the Procurement Division of Finance Department at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov), and the Administrative Support Division of the Police Department at [wbrabble@fortlauderdale.gov](mailto:wbrabble@fortlauderdale.gov), by the 15<sup>th</sup> of each month for the previous month the following reports. Reports should be electronic in nature. A Microsoft Excel spreadsheet that can be sent via e-mail is preferred. Forms may be determined by the Contractor, but are subject to the approval of the City.

- A. Towing Activity Report, to include for each and every tow:
  1. Date of tow.
  2. Service call number assigned by FLPD.
  3. Type of tow such as accident, parking, abandoned City vehicle, etc.
  4. Total cost / generated income of tow.
  5. License plate number
- B. Vehicle Release Report, to include:
  1. All information contained in the Towing Activity Report.
  2. Date vehicle released or disposed of.
  3. Method of disposition such as: release to owner, release to City, auction.
  4. A complete breakdown of all towing charges with a total including sales taxes.

#### 15. NOTIFICATION OF LOCATION OF VEHICLE

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

#### 16. CONTRACTOR PERSONNEL

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

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

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

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

Equipment must Include:

**A. Class "A" Towing/Recovery Vehicle Specifications**

Quantity: 6 including flatbed car carriers

1. A truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured crane and winch having a manufacturer rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
2. A minimum of one hundred feet of 3/8 inch cable.
3. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dual rear tires.
5. Vehicles that are equipped with wheel lifts or equivalent may also qualify as class "A" tow trucks so long as all other applicable requirements are met.
6. In addition, Contractors should have sufficient rollback or slide back car carriers with specifications and equipment as follows:
  - \*A minimum of a one-ton truck with a sixteen foot bed, dual wheels and one winch with an 8,000 pound capacity.
  - \*A minimum of 50 feet of 3/8 inch cable.
  - \*A brake lock device.
  - \*A minimum of two safety tie down chains twenty feet in length.
  - \*Tow spot (flood) lights mounted on the rear.

**B. Class "C" Towing/Recovery Vehicle Specifications**

Quantity: 1

1. A truck chassis with a manufacture rated capacity of at least 30,000 pounds gross vehicle weight for single axle trucks and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturer rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of two hundred- (200) feet of at least 5/8 inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure. Air brake system to supply air to disabled vehicles.
4. A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

- C. **Special Equipment:** Equipment such as a Lowboy, air cushions, or major 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:

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

**18. MISCELLANEOUS REQUIREMENTS**

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

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

**19. REQUIRED FACILITIES**

The Contractor will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning. The Contractor must maintain a Principal Compound of not less than 100 vehicle capacity (meeting all required specifications outlined herein) within seven (7) miles of Fort Lauderdale City limits. The Principal Compound shall be open and manned for vehicle receipt or release seven (7) days per week and twenty four (24) hours per day. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of four (4) days or until released by the Police Department to permit Police personnel convenient access to such vehicles. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only. The Contractor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care. All

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

a. Inside Storage:

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

b. Outside Storage:

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorm.
2. Must contain a minimum of one hundred (100) spaces and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.
3. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height.
4. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
5. Contractor must provide outside storage, at outside storage rates, unless he/she receives written instruction from the city or vehicle
6. Owner to provide inside storage for that vehicle. Owner is to be notified what the rates are for inside and outside storage.

c. Office Facilities:

1. To include telephone and rest room facilities and workspace such as a desk, phone, etc.
2. The office must be ADA accessible, in accordance with Federal ADA guidelines and laws.
3. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
4. To be separate from any other business or enterprise.
5. There must be: twenty-four (24) hour telecommunications system that is manned seven (7) days per week.
6. The Contractor shall maintain at their principal compound, or central office located in Broward County, files which include, but are not limited to:

- a. A vehicle Storage Receipt for each vehicle impounded under the contract.
  - b. A copy of all paid invoices.
  - c. A log of calls for service.
  - d. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
  - e. A log containing all vehicles, which have remained unclaimed for thirty days or more.
7. Contractor agrees to maintain all files directly related to the contract and to make those files available for City of Fort Lauderdale Inspection.

d. Crime Scene Storage

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

### Subsidiary Compounds

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

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

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

## 20. COMMUNICATIONS

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

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

**PRIMARY CONCERNS:****21. ETHICS AND CONDUCT**

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

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

**22. NON EXCLUSIVE SERVICES**

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

**23. BENEFITS FROM REPAIRS**

The Contractor shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this agreement without prior written City approval. However, if the owner of any vehicle towed pursuant to this agreement choses to use the services of an automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business owned either in whole or part by the Contractor, the Contractor shall have the owner execute an affidavit indicating that the owner has made the decision of his/her own free will and that their decision was not the result of any threats, promises or coercion from the Contactor or anyone representing the Contractor.

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

**24. RESPONSE TIME**

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

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

- A. Third Offense: A certified letter of warning.
- B. Fourth Offense: \$500.00 fine.
- C. Fifth Offense: \$700.00 fine or suspension, at the City's option.
- D. Any further Offense: \$1,000.00 fine, suspension, or termination, at the City's option.

All fines shall be deducted from the monthly payment of confiscated vehicles returned to owners (see Par. 07)

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

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

## 25. PROTECTION OF VEHICLES AND PROPERTY

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

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

The Vehicle Storage Receipt shall contain the following information:

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

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

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

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

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle or all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

## 26. RELEASES

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

Vehicle seized for forfeiture or held for a crime scene investigation ("Hold") pursuant to the Fort Lauderdale Police Department, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation

In the event the owner, or rightful possessor of the vehicle returns to the scene after hook-up is completed, but before the vehicle is towed from the scene, the contractor shall release the vehicle upon receipt of 50% of the current towing rate due, if the vehicle is not obstructing the right-of-way and the officer on the scene approves.

**27. OWNER NOTIFICATION**

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

**28. RELEASE OF INFORMATION**

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

**29. CLEANUP**

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

**30. ABANDONED AND DERELICT VEHICLES**

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

**31. VEHICLE DISPOSAL**

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

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

**32. CITY RIGHT TO REMOVE ABANDONED AND DERELICT VEHICLES**

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

**33. 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.

**34. HIGH ACTIVITY AREAS - SPECIAL PROCEDURES**

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

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

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

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

**35. TOW TRUCK MARKINGS**

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Fort Lauderdale Police Department, Broward County, or any police agency. The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78 (6), F.S. and current Broward County Ordinances.

**36. RESPONSIBILITY FOR PAYMENT**

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

**37. MILEAGE CHARGES TO COMPOUND**

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

**38. CRIME VICTIMS EXEMPTION**

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

**39. COMPLAINTS AND DISPUTES**

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

**40. INSPECTIONS**

All Contractor storage facilities shall be subject to inspection and must be approved by

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

**41. ANNUAL PERFORMANCE REVIEW**

The City will conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners possessions, condition of facilities and equipment, 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 may respond to the review in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Contractors written response, and a summary of the annual review meeting will be prepared by City staff with a copy sent to the City Manager and Contractor.

Contractor performance on annual reviews will be an important consideration in determination of an extension term and its length.

**42. FLORIDA STATUTE TOWING/STORAGE GUIDELINES**

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

**SILENCE OF SPECIFICATIONS:**

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

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Annual Permit Fee as proposed by Contractor	<b>30%</b>
Facilities (including indoor and outdoor storage), equipment, condition of equipment and facilities, record keeping, procedures, financial capacity, convenience of principal compound location, hours of operation, and variances taken/not taken to RFP terms, conditions, and specifications.	<b>35%</b>
Experience, staff, technical approach, references – current and past performance of the proposing firm in providing directly related services of equal magnitude and complexity; competency of staff, owners and officers, and persons who will be directly involved managing the service on a daily basis; number of full time staff assigned to this contract; proposers understanding of the scope of this contract, implementation plan/technical approach; qualifications.	<b>35%</b>
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (6) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (7) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

PERMIT FEE(S) PROPOSED TO ALL AREAS WITHIN CITY LIMITS NORTH OF SUNRISE BLVD. ALSO INCLUDES ALL CITY AREAS EAST OF THE INTRACOASTAL WATERWAY, AND ALL AREAS WITHIN CITY LIMITS SOUTH OF SUNRISE BLVD., INCLUDING SUNRISE BLVD., AND WEST OF THE INTRACOASTAL WATERWAY.

**TOTAL ANNUAL PERMIT FEES PROPOSED, PAID QUARTERLY**

\$ \_\_\_\_\_

The minimum towing permit fee the City will accept is \$200,000 per year, paid quarterly.

## PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

To be eligible to respond to this RFP, the proposing firm must demonstrate that they have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

### SUBMITTAL REQUIREMENTS

Seven (7) complete sets (1 marked original and 6 copies = total 7 copies) of the proposal for VEHICLE TOWING SERVICES CITYWIDE are required to be submitted prior to 2:00 p.m., as stated in PART II - RFP SCHEDULE, to The City of Fort Lauderdale Purchasing Department, Room #619, 6<sup>th</sup> Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

### A representative who is authorized to contractually bind the Contractor shall sign the proposal.

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order. Please tab each of your sections of your proposal as stated below.

- Tab 1: Bid/Proposal and Signature pages**
- Tab 2: Non-Collusion Statement**
- Tab 3: Letter of Interest/Cover Letter** – Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.
- Tab 4: Proposal Security** - A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

- Tab 5:** **Company Profile** - Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; Explain involvement in Community Betterment Programs and policy as to its re-investment in the local community; Any additional information that your firm wishes to supply to augment its proposal.
- Tab 6:** **Business and/or Occupational Licenses.** Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida and in Broward County.
- Tab 7:** **Evidence of Insurance.** Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 8:** **Qualifications and Experience** – Describe your firm’s local experience / nature of service with towing service contract of similar size and complexity as the City of Fort Lauderdale, within the last three years.
- Tab 9:** **Staffing** – Provide a complete list of the number of managers, supervisors, and other staff employed at the compound site from which these services will be rendered including their respective Driver’s License number(s), names and position. Please identify the staff members who will provide these services, including staff from other than the local site, if necessary. Include their experience. Provide number of staff assigned to this contract. Resumes for each managerial and supervisory person(s) to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:
1. Formal level of education
  2. Relative Supplemental education
  3. Membership in various relevant national, state and local associations
  4. Professional recognition, awards, etc.
  5. Experience in providing towing services (number of years).
  6. Driver’s License number (Copy should be provided with the proposal. However, copy must be provided within 24 hours of request by the City of Fort Lauderdale Purchasing Division)
- Tab 10:** **References** – Provide a minimum of three - five references (preferred governmental agencies), of both current and past firms, where your firm provided similar services as being requested by the City of Fort Lauderdale. Please provide Company name, contact person, address, phone number, e-mail address, number of years working with the entity, and how long ago your firm worked with entity (date of service). **DO NOT USE THE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.**
- Tab 11:** **Technical Approach** – Describe the range of towing and related services performed by your firm and your implementation plan and technical approach for this contract. This section should address the required services noted in this RFP, and how your firm

plans to provide them. Also provide organization of the team that will be handling this contract. Also describe your vehicle maintenance plan and vehicle replacement plan in this section.

**Tab 12: Facilities and Equipment** – Provide a complete street address of the compound from which the services will be rendered and any additional staging areas that you may have for towing services.

Indicate the number of vehicles that can be stored outside and the number of vehicles that can be stored indoors under protective cover.

Equipment: provide a complete inventory of equipment to provide services as described herein. Equipment lists will be verified if/when the city does a site visit to each of the proposers locations. Provide equipment descriptions including age and last year's maintenance history of inventory & also indicate if owned or leased. Provide a list of equipment that you currently own or lease (indicate which) that will be utilized in providing services in this contract.

Provide information on the availability of specialized equipment, and capabilities of proposer's staff with this and other related equipment, which will enhance their performance in providing towing services.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

CONTRACTOR – 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.

CONTRACT – A deliberate verbal or written agreement between two 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.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

### PART III BIDDING AND AWARD PROCEDURES:

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

#### 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

Form G-107 Rev. 01/13

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

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

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **PART IV BONDS AND INSURANCE**

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

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

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

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

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.

Form G-107 Rev. 01/13

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 01/13

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

<b>POLICY 124.0</b>	<b>TOWED VEHICLES, VESSELS, AIRCRAFT</b>	
	REVISED: 05/98, 06/02, 07/06, 01/09, 09/11	RELATED POLICIES:
	CFA STANDARDS: 23.05, 25.02	REVIEWED: 07/06, 01/09, 09/11

**A. PURPOSE:**

The purpose of this policy is to establish procedures for the towing of vehicles, vessels, and aircraft. The proper placement and release of vehicle, vessel or aircraft holds, and to assure proper owner notifications when holds are released.

**B. POLICY:**

It is the policy of the Fort Lauderdale Police Department that, when necessary, motor vehicles are towed in accordance with Florida State Statute and City Ordinance. No vehicles will be towed from private property involving civil or code enforcement issues unless an order has been issued by the Special Master. It is also the policy of the Fort Lauderdale Police Department to safeguard and properly document the contents of the towed conveyances.

**C. TOW REQUESTS**

1. When a member requests a tow via dispatch, the dispatcher will indicate in the remarks section of the CAD the date and time the tow company was notified of the request.
2. When the tow company arrives on the scene, the requesting member will notify the dispatcher of the arrival and the dispatcher will indicate on the CAD remarks section the date and time the tow company arrived on the scene.

**D. TOW SLIPS**

1. Tow Slips
  - a. The Investigator (sworn or civilian employee) shall remain with the vehicle, vessel or aircraft until the wrecker arrives.
  - b. The Investigator shall supply his own tow slip, wrecker drivers are not required to carry them.
  - c. Since the Auto Theft Squad no longer inspects towed vehicles at the wrecker compound, it is extremely important that the V.I.N. be accurately entered on the tow form.
  - d. Complete the entire Tow Slip form and document the following information:

Time;

Date;

Location;

Requesting member and CCN;

Reason for removal or tow;

Towing service;

Location of the vehicle, vessel or aircraft; and

Notification (or attempts) of registered owner; and

Documented inventory of contents.

**2. Tow Slip Only Reports**

a. Tow Slip (form Z-1013) can serve as the offense report for the following circumstances;

- (1). No arrest was made,
- (2). No evidence was recovered,
- (3). No follow-up action is required.
- (4). There is no "hold" placed on the vehicle.

b. Completed Tow Slip (form Z-1013) will include the following;

- (1). All information that would have been included on the offense report (including narrative),
- (2). The Tow Slip will be stamped with red ink with the "Tow Slip Only" stamp, to alert the Records Division that the Tow Slip is the offense report.
- (3). The reviewing supervisor shall place their signature and CCN on the lower right portion of the Tow Slip.

**3. Crime Scene Vehicles/Evidence**

a. Any vehicle, vessel, or aircraft that is identified as a crime scene, and must be towed for investigative purposes shall be held as evidence and not be charged a towing or storage fee. Members towing vehicles, vessels or aircraft as evidence, must conspicuously mark the tow slip "Evidence." Upon the completion of the investigation the hold shall be released and

storage fees commence to the registered owner of the vehicle, vessel or aircraft.

4. Vehicle, Vessel or Aircraft Inventories

- a. In the course of duty on a day-to-day basis, it is necessary for the protection of the Investigator and the Department to inventory vehicles, vessels or aircraft being towed and/or stored. Vehicles, vessels or aircraft which are towed as a result of an accident, abandonment, seizure, incident to an arrest, or otherwise detained in storage, and not in the possession of the owner, become the responsibility of the impounding Investigator. The Investigator is liable for the vehicle, vessel or aircraft its parts and contents. The contents of the vehicle, vessel or aircraft include, but are not limited to, all packages and containers located within the passenger compartment, the trunk, or any other secured area of the vehicle (i.e., glove box, console, under seat, etc.) To insure that liability does not attach for property located within any vehicle, vessel or aircraft or any package/container, the contents of said vehicle or package/container, whether locked, opened or closed, shall be ascertained and inventoried.
- b. Vehicle vessel or aircraft inventories are to be done jointly by the Investigator and wrecker driver. The tow truck driver is to sign the inventory and the top copy turned in to Records.
- c. All items shall be listed on the inventory under "Unusual Accessories." If more space is needed, use the narrative section of the form. (Note: each individual item need not be inventoried, i.e., toolbox with miscellaneous tools, or suitcase with clothing, etc.)
- d. The offense report shall list all items seized from the vehicle, vessel or aircraft as evidence. Any items of questionable ownership shall be placed into Evidence for release upon proof of ownership.
- e. All items of value seized from the vehicle, vessel or aircraft shall be placed into Evidence for safekeeping and returned upon proof of ownership.

5. Holds

- a. All holds must be approved by a supervisor.
- b. When a "hold" is placed on a vehicle, vessel or aircraft the Investigator shall indicate the specific reason for the "hold". If another division requests a "hold", the name of the person making the request shall be included in the report. When a "hold" is placed on behalf of another section (Auto Theft, Hit & Run, Burglary, etc.) the Investigator shall insure that a copy of the offense report is immediately forwarded to the proper squad.

- c. A "hold" on a vehicle may be released by:
    - (1). The arresting or impounding Investigator.
    - (2). The division or section for which the "hold" was placed.
    - (3). Supervisory personnel.
  - d. Holds will automatically be released after five 5 calendar days, excluding holidays and weekends, unless a written hold extension is requested by the follow up investigator to the wrecker operator. §323.001(1)(2) Fla. Statute.
  - e. It is the responsibility of the individual who releases the hold to notify the owner that the hold has been released. A supplement to the original case will be prepared indicating the name, address and date of birth of the person notified, including the time and date notified. When circumstances prohibit verbal or in person notification a Notification of Hold Release will be sent to the registered owner of the vehicle by return receipt certified mail. The division handling the case will ensure that the Notification of Hold Release is completed. A copy of the Notification of Hold Release shall be included with the case supplement.
6. Tow Book
- a. Whenever an Investigator tows an abandoned vehicle, vessel or aircraft he must call Communications as soon as is practical and have the vehicle, vessel or aircraft entered in the Tow Book. Investigators must tell the complaint operator to mark the tow "ABANDONED."
  - b. When a vehicle, vessel or aircraft is towed as a result of police activity such as an accident investigation or an arrest, AND the OWNER of the vehicle, vessel or aircraft is not present, the investigator will attempt to notify the owner of the location of the vehicle, vessel or aircraft. Details of such notification will be included in the narrative of the police report. When the owner cannot be notified, the Investigator will call Communications as soon as possible and have the vehicle, vessel or aircraft entered in the Tow Book.



RFP NO.135-11212

TITLE: Vehicle Towing Services Citywide

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) \_\_\_\_\_ is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) \_\_\_\_\_ is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

Business Name

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

STATE OF \_\_\_\_\_ NAME SIGNATURE DATE
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, \_\_\_\_\_ They are [ ] personally known to me or [ ] have produced \_\_\_\_\_ as identification. (SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number \_\_\_\_\_

August 1, 2012

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>

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

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/> ).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

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

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

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

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: \_\_\_\_\_

revised 11-29-11

## Question and Answers for Bid #135-11212 - Vehicle Towing Services Citywide

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.





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“The Best is the Least we can Do...”

# Westway Towing

Request for Proposal

CITY OF FORT LAUDERDALE

VEHICLE TOWING SERVICES CITIWIDE

BID # 135-11212 DUE MAY 6, 2013 2 PM



3681 West Oakland park Blvd.  
Lauderdale Lakes, Florida 33311  
954-731-1115

CONTRACT  
COPY

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] 5-3-2013 (signature) (date)

Name (printed) CRAIG GOLDSTEIN Title: PRESIDENT

Company: (Legal Registration) Westway Towing Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 3681 W. Oakland Park Blvd.

City: Lauderdale Lakes State: FL Zip: 33311

Telephone No. 954-444-4771 FAX No. 954-583-9347 Email: CGoldtaw@aol.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Payment Terms (section 1.04): N/A Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE NO WBE NO

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

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES X NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

**PART VII - PROPOSAL PAGES - COST PROPOSAL**

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

PERMIT FEE(S) PROPOSED TO ALL AREAS WITHIN CITY LIMITS NORTH OF SUNRISE BLVD. ALSO INCLUDES ALL CITY AREAS EAST OF THE INTRACOASTAL WATERWAY, AND ALL AREAS WITHIN CITY LIMITS SOUTH OF SUNRISE BLVD., INCLUDING SUNRISE BLVD., AND WEST OF THE INTRACOASTAL WATERWAY.

**TOTAL ANNUAL PERMIT FEES PROPOSED, PAID QUARTERLY**

**\$ 230,000.00**

**The minimum towing permit fee the City will accept is \$200,000 per year, paid quarterly.**

RFP NO.135-11212

TITLE: Vehicle Towing Services Citywide

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(1) Business Name

is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name

is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(3) Westway Towing Business Name

requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name

requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name

is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

(6) Business Name

PROPOSER'S COMPANY: Westway Towing Inc.

AUTHORIZED COMPANY PERSON: Craig Goldstein NAME SIGNATURE DATE 5-3-2013

STATE OF FL COUNTY OF Broward

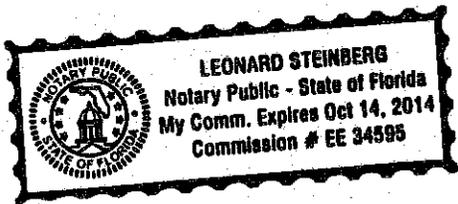
The foregoing instrument was acknowledged before me this 3 day of May, 2012, by Craig Goldstein and respectively, of as

identification. (SEAL)

Notary Public, State of (Signature of Notary taking Acknowledgment)

Leonard Steinberg Name of Notary Typed, Printed or Stamped

My Commission Expires: Oct 14, 2014 Commission Number EE 34595



August 1, 2012

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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

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

Westway Towing

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

N/A

# WESTWAY TOWING, INC.

## Main Headquarters

3681 West Oakland Park Blvd  
Lauderdale Lakes, FL 33311

Dispatching, Records Keeping,  
Non Holds Storage  
(954) 731-1115

## Special Investigations Facility

1919 North West 19<sup>th</sup> Street  
Fort. Lauderdale, Fl. 33310

Exclusively For Fort Lauderdale Police Dept.  
Special Holds and Crime Scene Investigations  
Fax # (954) 583-9347

May 3, 2013

The City Of Fort Lauderdale Purchasing Dept.  
Room # 619; 6th Floor City Hall  
100 N. Andrews Ave.  
Fort Lauderdale, Florida 33301  
Att : Michael F. Walker CPPB, A.P.P., FCPM, FCPA

Re: REQUEST FOR BIDS FOR VEHICLE TOWING SERVICES CITYWIDE  
BID # 135-11212 Due May 6, 2013 @ 2 PM

Dear Mr. Walker and all Involved in this Bid for Citywide Towing Services,

My name is Craig Goldstein, owner and operator of WestWay Towing Inc.

WestWay Towing has provided Towing service in Broward County for over twenty years, and has performed above and beyond every required bid specifications of all the City contracts that we have serviced. Throughout the past twenty years we have serviced the Cities of Lauderhill, Tamarac, North Lauderdale, Sunrise, Lauderdale Lakes, Weston, Fort Lauderdale, City of Hillsboro Mile, DOT for I-95, and the Florida Highway Patrol, as well as a Florida Turnpike Special Risk Provider for the Florida Turnpike Enterprises, which requires the most severe amount of emergency equipment of all City contracts. We have never had to pay any fines for being late, or for not performing per the bid specifications. There have been less than a fistful of complaints over this period of time, and WestWay Towing has never had to answer to any City reprimands. We feel this is the only way to handle Police Emergency Towing, and its Residents. WestWay Towing has serviced the City of Fort Lauderdale for the past six years and has handled close to 7000 tows a year, with less than a fistful of complaints. WestWay Towing was awarded by the City of Fort Lauderdale the entire towing contract, both North and South sections, and our performance was outstanding. Our incredible performance is second to none, especially for a Towing company.

We are one of the leaders in the Towing Industry because of our incredible Fleet of Towing Equipment, as well as having the most State of the Art Towing Management Software that I have created. This system has taken most of any potential human error away. We use voice over IP phones so any one of our offices can handle incoming calls and send them to our central dispatch. We also have multiple certifications with many drivers to the highest level of Towing Certification, Mot Certifications, and we are the only **Sustainable** Towing Company that collects waste vegetable oil from Fort Lauderdale Restaurants like Duffy's Sports Bar and others as well. We turn this waste vegetable oil into Biodiesel, and fuel our trucks on this renewable energy. WestWay Towing contributes to the City of Fort Lauderdale Sustainability Level because of our corporate relationship with the City of Fort Lauderdale by producing a cleaner environment that we all work in.

WestWay Towing is uniquely qualified to effectively accommodate the needs of the City of Fort Lauderdale's Towing contract. We distinguish ourselves by recognizing the importance of customer courtesy, and customer satisfaction. This is reflected in our Past Performance, our Mission Statement, and the special features of WestWay Towing.

**\*\*\*\*\*MISSION STATEMENT\*\*\*\*\***

**WestWay Towing is committed and dedicated to providing its service in a Professional, Efficient, Caring, and Courteous manner to drivers and passengers whose vehicles have become Inoperable.**

Our past performance clearly shows that service is what WestWay Towing is about. We have handled your bid specifications for more than twenty years and know what is necessary to keep the Public happy and provide great partnerships with our emergency response teammates. (Police and Fire) We know what the public needs and is up against when their vehicle is towed whether it is for an accident, drivers arrest, breakdown, code enforcement, confiscation, or dui. We have handled hundreds of thousands of these types of tows. We secure personal property so we don't have complaints of missing items. We file the correct liens so everyone involved in the vehicle from the owner to the lien holder to the insurance company is notified properly per Florida Statue.

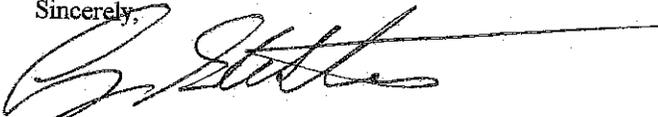
**PROPOSER'S CAPABILITIES TO SERVICE CONTRACT  
AND POSITIVE COMMITMENT TO PERFORM**

WestWay Towing will provide our services 24 hours a day, 365 days out of the year. WestWay Towing will tow all vehicles if necessary to the proposed storage facility listed in our bid submittal. WestWay Towing will follow the direction of the City of Fort Lauderdale representatives for towing of parking violations, involvement of accidents, and abandoned or derelict vehicles, or vehicles that are required to be removed or impounded for any reasons that arises; from the public right -of- way or other areas within the City or from other locations as directed by the City of Fort Lauderdale. WestWay Towing will also provide towing for the City of Fort Lauderdale's own fleet for free per the RFP specifications. WestWay Towing is committed to giving the City of Fort Lauderdale continuous prosecution of the requirements noted in the RFP, and will always give priority services throughout this time period. We have serviced the City of Fort Lauderdale towing needs for the past six years with only a fistful of complaints. Any complaint was handled immediately by me.

Because of our past performances and experience with other Municipality Towing Contracts that have the same Bid Specifications as the City of Fort Lauderdale's Request for Proposal, we feel we are without doubt the best selection for the City of Fort Lauderdale to select as their Towing provider.

WestWay Towing appreciates your consideration of allowing us to respond to your proposal again. If you have any questions please feel free to contact me at 954-444-4771.

Sincerely,



Craig Goldstein, President

## COMPANY PROFILE

Legal Name: WestWay Towing Incorporated  
Main Location: 3681 West Oakland Park Blvd.  
Lauderdale Lakes, FL 33311  
Fort Lauderdale Special  
Investigations and Holds 1919 N. W. 19 street  
Fort Lauderdale, Fl. 33310  
Telephone Number: 954-731-1115  
Fax Number: 954-583-9347  
Email Address: cgoldtow@aol.com

Westway Towing financials are available upon request by the City.

WestWay Towing is a local Florida Corporation in business since 1990. WestWay Towing operates twenty- four a day, seven days a week, year round with all licenses in current standing.

WestWay Towing is owned by Craig Goldstein. Phone Number 954-444-4771.

WestWay Towing is a Sustainable Towing Company which collects and produces Waste Vegetable Oil and converts this oil into clean Biodiesel. Our entire fleet runs on an 80% - 20% fuel mixture of Diesel and Biodiesel. This provides for a cleaner environment for our kids to grow up in.

### WHO WILL BE RESPONSIBLE FOR THE PROVISION OF SERVICE

#### OWNER OPERATOR LIASON TO ALL GOVERNMENT CONTRACTS

CRAIG GOLDSTEIN, CEO

OPERATIONS MANAGER  
COMPANY TRAINER  
BRETT HOLCOMBE

AUCTION &  
LIEN PROCESSING

PATRICIA WOODWARD

OFFICE MANAGER  
DISPATCH

CONCETTA GULLOTTA

HEAVY DUTY TOWING  
DRIVERS SUPERVISOR

SHEAN HERES

YARD MEN  
DRIVERS  
DISPATCHERS

DARREN WELLS

ACCOUNTING OFFICE  
REPORTS COORDINATOR  
RAVIN SCHMIEDEKNECHT

**COMMUNITY INVOLVMENT**  
**NO OTHER TOW COMPANY PARTICIPATES AS MUCH AS**  
**WESTWAY TOWING**

Performed in the Fort Lauderdale Saint Patty's Day Parade

Holiday Park Started and Coached Babe Ruth Baseball Program with Matt Weiss

Provided Cash Donations for the Deerfield Beach Pink Fire Truck acknowledging Breast Cancer Awareness

Provided funds for Dining with a Police Officer for Special Olympics

WestWay Towing and its sister company is starting a Automobile Collision Shop Trade School with the Broward Sheriff's Office and the backing of some of the Cities that we service to train juvenile offenders of light crimes while in the custody of the Broward Sheriff's Office. These juveniles will receive ASE and ICAR Certifications, as well as a trade that is well needed around the country with an average salary of 40 to 60,000 dollars a year. This program will be backed by Judge Pollack and Judge Ehrlick as well. It will be supervised by BSO Commander Dave Scharf with the Powerline Youth Detention Center.

This program will eventually pay for itself and not cost tax payers a dime. Providing jobs like this will provide for a good paying job which will help keep these juveniles from returning to our jail system because they cannot get good paying jobs because of their past.

I Started and was the original Treasurer with Sheriff Cochran and Chief Dale Adams from the City of Lauderdale Lakes the First Community Policing program "Cops" This is now being copied around the world.

I am the Past President and still involved with the Lauderhill Boys and Girls Club for over fifteen years. I participated in creating a Neighborhood Bond through election which provided for a swimming pool for the Lauderhill Boys and Girls Club.

Elected by the Mayor and Commission to the Lauderdale Lakes Economic Board Advisory Committee

I helped tutoring students for the FCAT testing at Boyd Anderson High School with Mayor and Commissioners

On Night - Out Against Crime evenings we provide characters like Scooby Doo and others to play with the kids.

Thanksgiving we donated to the homeless and others \$1000.00 for Turkeys.

These are just a few things to illustrate our community involvement. We also make available, for the Cities we service, vehicles for Police Department stings, as well as contributed hundreds of cars for the Fire Departments to destroy during extrication training. We feel we have a responsibility to give back to the Cities that we service. Feel free to check with our list of references about the services we provide.

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:  
Business Name: WESTWAY TOWING INC

Receipt #: 326-5288  
Business Type: COURIER/TRANSPORT/DLVRY/TC  
(TOWING & STORAGE)

Owner Name: CRAIG GOLDSTEIN  
Business Location: 3681 W OAKLAND PK BLVD  
LAUDERDALE LAKES

Business Opened: 03/06/2002  
State/County/Cert/Reg:  
Exemption Code:

Business Phone:

Rooms

Seats

Employees

25

Machines

Professionals

Tax Amount	Number of Machines:				Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
150.00	0.00	0.00	15.00	0.00	0.00	165.00	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

CRAIG GOLDSTEIN  
3681 W OAKLAND PARK BLVD  
LAUDERDALE LAKES, FL  
33311

Receipt #02A-12-00000346  
Paid 10/05/2012 165.00

**2012 - 2013**



**City of Lauderdale Lakes**

4300 N.W. 36 Street  
Lauderdale Lakes, FL 33319-5599  
(954) 535-2700

**12-13 CERTIFICATE OF USE**

**Notice**  
This certificate of use becomes null & void if ownership, business name, type of use or address is changed. Certificate holder must apply prior to such change. All applicable building & zoning regulations pertaining to business location must be followed. Failure to accurately report all lines of business, or any substantial change in work performed, may result in revocation.

Certificate of Use ID	Number
	5169
Type	Fee
AUTOMOBILE TOWING SERVICE	50.00
Issued	10/22/2012
Expires	09/30/2013

WEST WAY TOWING, INC.  
3681 W OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311



**City of Lauderdale Lakes**  
4300 N W 36 Street  
Lauderdale Lakes, FL 33319-5599  
(954) 535-2486

**12-13**

**LOCAL BUSINESS TAX RECEIPT**

**Notice**  
This receipt becomes null & void if ownership, business name or address is changed. Taxee must apply within 10 days of such change for transfer. Fee will apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business License ID	Number
432.0	3524
Type	License Fee
AUTOMOBILE TOWING SERVICE	275.63
Issued	10/05/2012
Expires	09/30/2013

WEST WAY TOWING, INC.  
3681 W OAKLAND PARK BLVD.  
LAUDERDALE LAKES, FL 33311



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: W

DATE (MM/DD/YYYY)

06/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Chase Insurance Agency Inc P O Box 17497 Plantation, FL 33318-7497 MARK CHASE	954-792-4300 954-791-9344	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: WESTW-2	FAX (A/C, No):
	<b>INSURED</b> Westway Towing Inc 3681 W Oakland Pk Blvd Ft Lauderdale, FL 33311		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Castlepoint Nat'l Ins Co	<b>NAIC #</b> 40134
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		TWP DY00415 12	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,0 MED EXP (Any one person) \$ 5,0 PERSONAL & ADV INJURY \$ 1,000,0 GENERAL AGGREGATE \$ 2,000,0 PRODUCTS - COMP/OP AGG \$ 2,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		TWP DY00415 12	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeeper			TWP DY00415 12	06/01/12	06/01/13	\$500 Ded <span style="float:right">Vari</span>
A	On Hook & Cargo			TWP DY00415 12	06/01/12	06/01/13	\$1000 Ded <span style="float:right">Vari</span>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 GKLL-\$500,000 3681 W Oakland Park Blvd., Ft Laud, Fl. \$100,000, 4200 SW 47Ave, Davie Fl, 1919 NW 19 ST, Ft Laud, Fl. & 2571 W Hillsborough Blvd., Deerfield Beach, Fl. Add'l Insd in favor of Certificate Holder with respects to work performed by the Insured in their behalf

**CERTIFICATE HOLDER****CANCELLATION**

FORTL07

City of Fort Lauderdale  
 Procurement Assistant  
 100 N Andrews Ave  
 Ft Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*R. H. Chase*



WRECCOL-01

BISH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**1/7/2013**

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Westway Towing, Inc 3681 W Oakland Park Blvd Fort Lauderdale, FL 33311-		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>5Star Chartis</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	<b>WC009-95-4770</b>	<b>3/28/2012</b>	<b>3/28/2013</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  Proof Of Coverage	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

# PLATTE RIVER INSURANCE COMPANY

BOND NO. 41209123

## PERFORMANCE BOND

### KNOW ALL BY THESE PRESENTS

That we, Westway Towing, Inc. as principal, and Platte River Insurance Company, a Nebraska Corporation with an office at 115 Glastonbury Blvd., Glastonbury, CT 06033 as Surety, are held and firmly bound unto The City of Fort Lauderdale, Florida in the sum of Two Hundred Twenty Two Thousand and 00/100 (\$ 222,000.00 ) for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly, and severally.

### THE CONDITION OF THE ABOVE OBLIGATION IS SUCH:

That whereas the Obligee and Principal have entered into an agreement dated March 23, 2007 for Vehicle Towing Services Citywide, Bid # 175-9720 and

NOW, THEREFORE: if said Principal shall well and truly keep and faithfully perform all the terms, covenants, conditions, and obligations of the said agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

- (1) That no liability shall accrued under this bond until the Obligee has met all of its obligations under the agreement dated May 15, 2011.
- (2) That in no event shall the Surety be liable for more than the total amount of \$222,000.00
- (3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days written notice of its intention to the Obligee; however, the Surety shall nevertheless remain liable for any and all accrued indebtedness of the Principal incurred prior to the termination date.
- (4) The failure of the Principal to provide alternative security, after the Surety has exercised its rights to terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
- (5) In the event of default by the principal in performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.

This bond shall become effective 5-15-12 and shall expire on 5-14-13.

SIGNED AND SEALED THIS 2nd DAY OF August, 2012.

Westway Towing, Inc.

WITNESS

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
WITNESS Natalee C. Demers

\_\_\_\_\_  
PLATTE RIVER INSURANCE COMPANY

BY

\_\_\_\_\_  
Laura D. Mosholder, ATTORNEY-IN-FACT &  
Florida Resident Agent, Inquiries: 407 330 3990

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41248118

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

EDWARD M. CLARK; KATHERINE S. GRIMSLEY; LAURA D. MOSHOLDER

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*

David F. Pauly  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 2nd day of August, 2012



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

## QUALIFICATIONS, EXPERIENCE

At the present time, WestWay Towing has provided Towing Services in Broward County for over Twenty years. We provide similar Towing Services to the Cities we service with the same complexity as the needs of the City of Fort Lauderdale Towing Specifications. The Cities we are presently providing these same services to are: the Cities of Sunrise, Tamarac, Lauderhill, Weston, Unincorporated Broward County, the City of Fort Lauderdale, the Florida Highway Patrol for I - 95, I-595, I-75, and the Florida Turnpike. WestWay Towing has been servicing the City of Tamarac, the City of Lauderdale Lakes, and Unincorporated Broward Counties Towing contract through the direction of the Broward Sheriff's Office for more than twenty years. WestWay Towing provided Towing services for the City of North Lauderdale for the eight years through the direction of the Broward Sheriff's as well. The City of Sunrise has been serviced with the same specifications for over sixteen years. Our relationship with these cities is excellent, due to the quality of service we provide to them. Further description of the nature of our services will be described in our Proposed Operations Plan.

WestWay Towing handles all of the BSO Dive Team recoveries in Broward County. We have handled these recoveries for the past eighteen years because of our specialized equipment available for the dive team, and the training we have received working with them. We have never had any accidents during these underwater recoveries, and no Police Divers have ever been hurt. We have wave runner's available and special dive team support equipment that we have purchased to make the recoveries safer and faster. Westway Towing fulfilled the huge requirement of emergency equipment and training that was necessary to be put on the Governors Open Roads Policy for the TURNPIKE RISC TEAM and the I-95 RISC TEAM. This emergency police work is on a response time evaluation for every call we do, because bonus dollars are paid for timely service. This contract requires Certified Towing Operators to the highest degree, as well as Haz-Mat and MOT certifications. We have made our bonus 97% of the calls we have handled. This is 24 hours a day, seven days a week.

**AMERICAN  
TOWMAN**

**ACE**

**CUSTOMER SERVICE EXCELLENCE  
AWARD RECIPIENT 2007**

*Presented by American Towman Magazine*

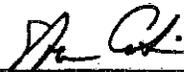
**Nominating Motor Clubs:**

**Allstate Motor Club, Asurion, Coach-Net,  
Cross Country Automotive Services,  
American Towing Alliance and  
Road America.**

**WESTWAY TOWING, INC.**

**Recipient**

**American Towman Exposition  
November 18, 2007**



**American Towman Magazine  
Steve Calltri, Publisher**

The above named companies and Canadian Roadside Assistance acted as nominating agents.

**AMERICAN  
TOWMAN**

**ACE**

**CUSTOMER SERVICE EXCELLENCE  
AWARD RECIPIENT 2006**

Presented by American Towman Magazine

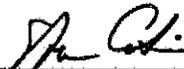
Co-Sponsored By:

**Allstate Motor Club, Asurion, Coach-Net,  
Cross Country Automotive Services,  
American Towing Alliance and  
Road America.**

**WESTWAY TOWING**

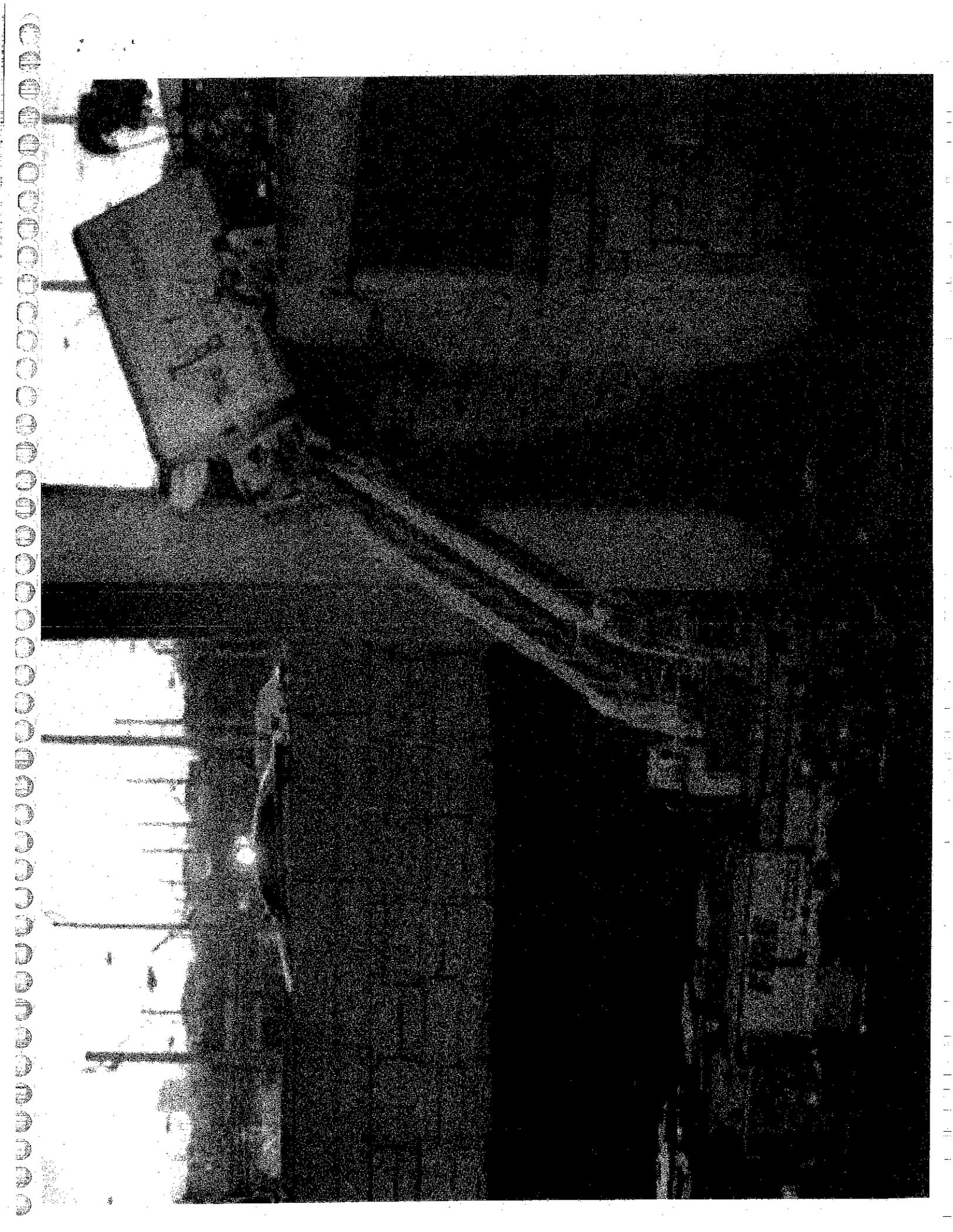
Recipient

**American Towman Exposition  
November 19, 2006**

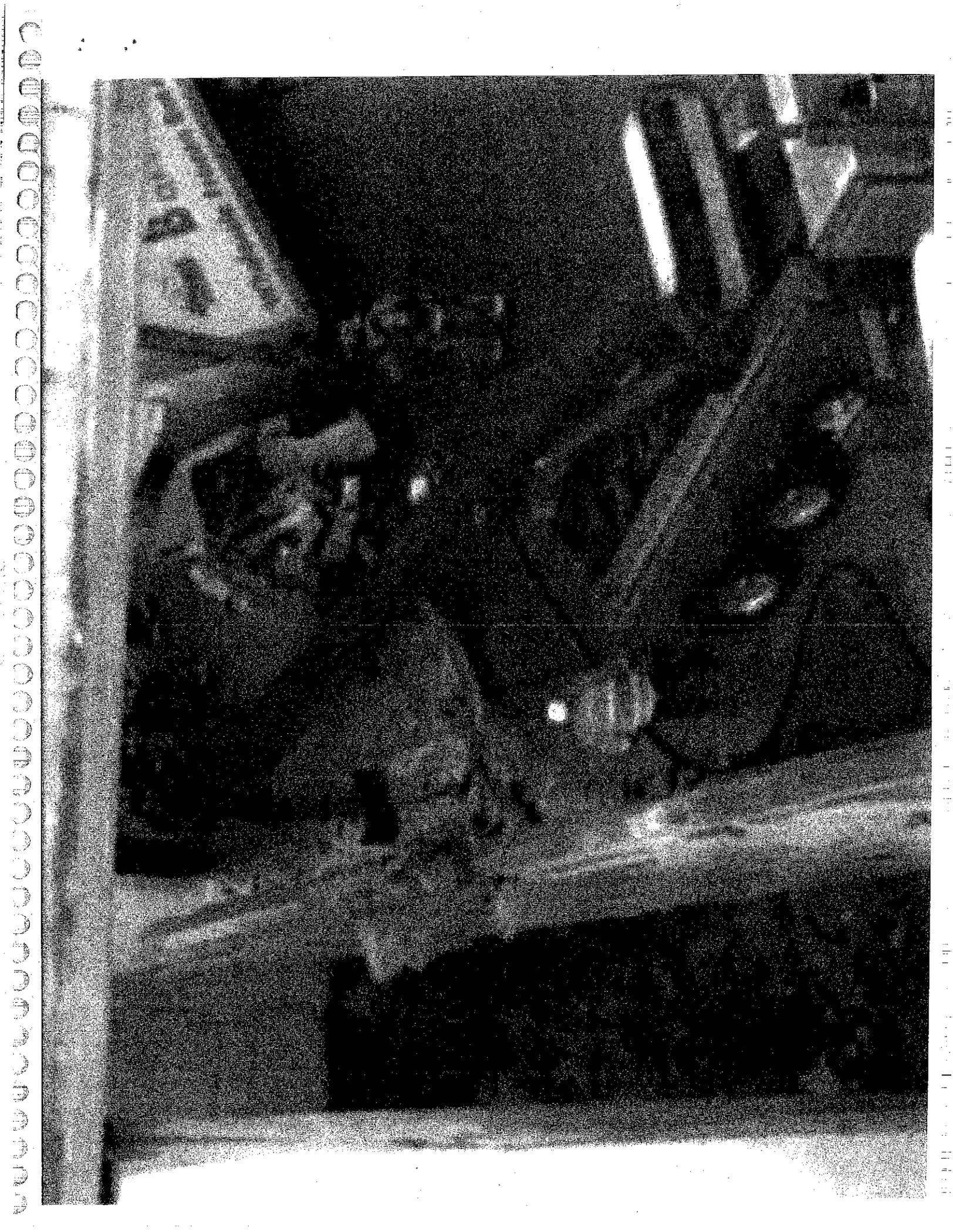


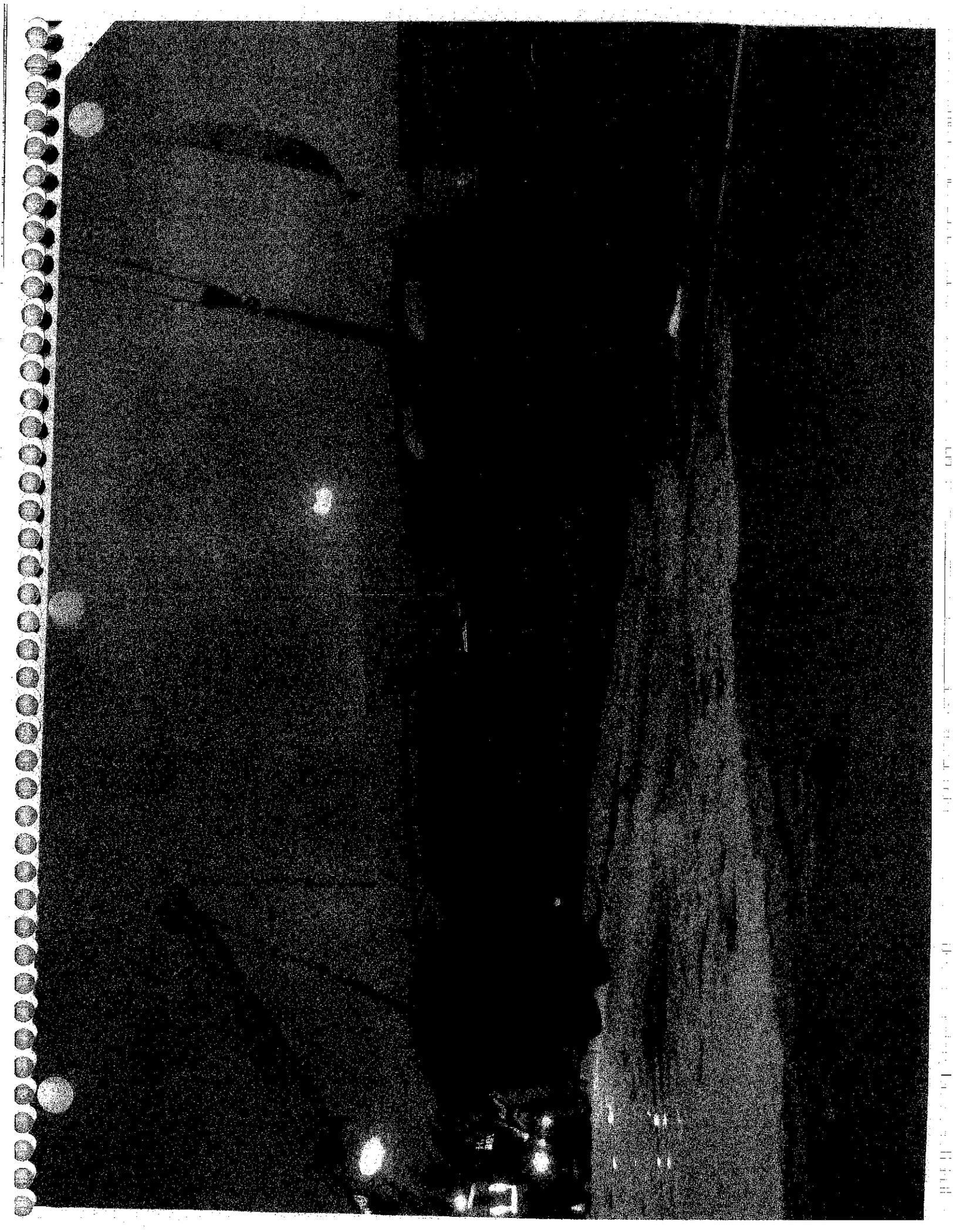
American Towman Magazine  
Steve Calitri, Publisher

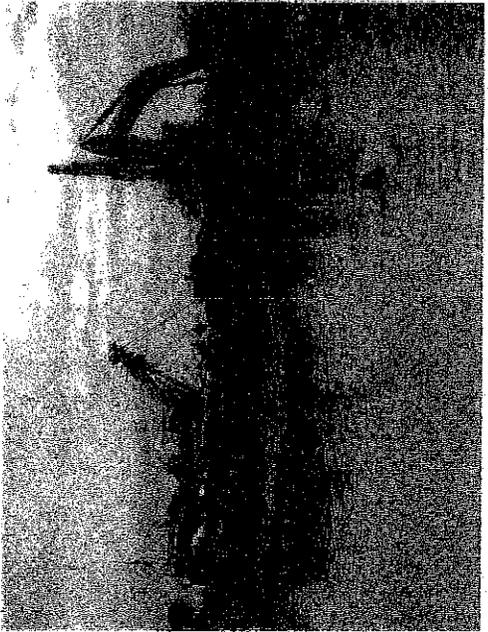
The above named companies and Canadian Roadside Assistance acted as nominating agents.











# Two tanker accident halt rush hour traffic

## Highway closed for fuel cleanup at rescue; Griffin Road blocked

Two tanker trucks overturned on Interstate 55 Thursday afternoon, halting rush hour traffic in the area of Orange Beach. The accident occurred on the northbound side of the highway, about 1.5 miles south of Orange Beach. The tanker driver was not injured.

Orange Beach Fire Rescue, which responded to the scene, said the tanker trucks were involved in a collision. The driver of one of the trucks was not injured. The accident occurred on the northbound side of the highway, about 1.5 miles south of Orange Beach.

Rescue workers pulled the driver out of the overturned tanker truck. The driver was not injured. The tanker's contents were not leaking. The accident occurred on the northbound side of the highway, about 1.5 miles south of Orange Beach.

Orange Beach Fire Rescue, which responded to the scene, said the tanker trucks were involved in a collision. The driver of one of the trucks was not injured. The accident occurred on the northbound side of the highway, about 1.5 miles south of Orange Beach.

Staff Reporter Barbara [Name] contributed to this report.

**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Craig Goldstein has  
successfully completed the*

**S.T.A.R.S.**

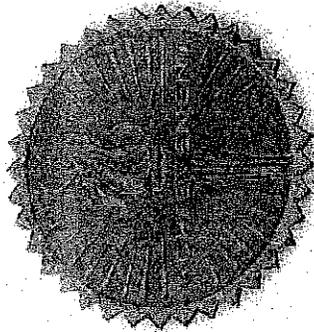
*Rotator Operator Course*

S.T.A.R.S. Level 5



Instructor

**Robert Miller**



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Ralph Tarr has  
successfully completed the*

**S.T.A.R.S.**

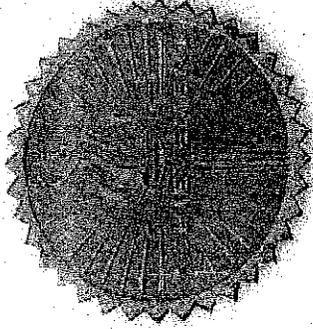
*Rotator Operator Course*

S.T.A.R.S. Level 5



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Arthur Tobin has  
successfully completed the*

**S.T.A.R.S.**

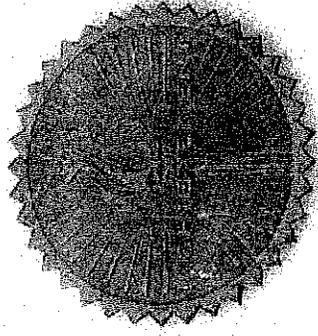
*Ultra Heavy Duty Operator Course*

S.T.A.R.S. Level 4



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Darren Wells has  
successfully completed the*

**S.T.A.R.S.**

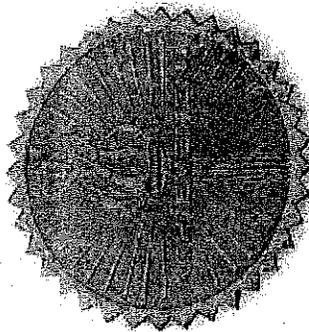
*Ultra Heavy Duty Operator Course*

S.T.A.R.S. Level 4



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Jason Callaghan has  
successfully completed the*

**S.T.A.R.S.**

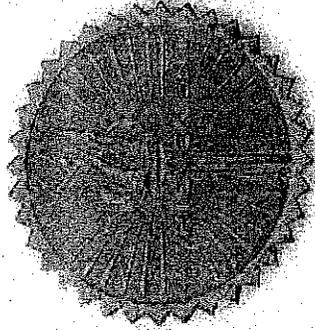
*Ultra Heavy Duty Operator Course*

S.T.A.R.S. Level 4



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Jay Gross has  
successfully completed the*

**S.T.A.R.S.**

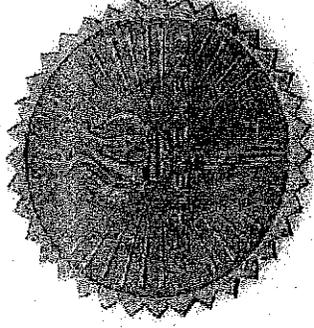
*Ultra Heavy Duty Operator Course*

S.T.A.R.S. Level 4



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Kevin Piller has  
successfully completed the*

**S.T.A.R.S.**

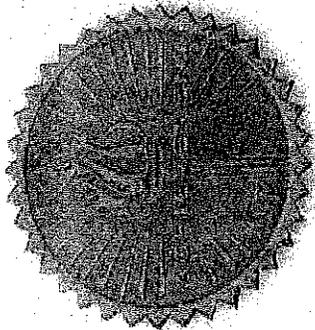
*Rotator Operator Course*

S.T.A.R.S. Level 5



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Brett Holcombe has  
successfully completed the*

**S.T.A.R.S.**

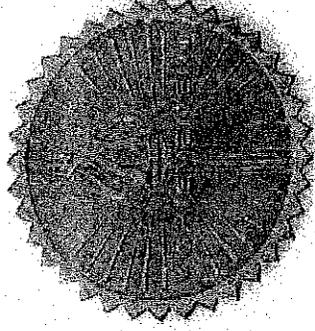
*Rotator Operator Course*

S.T.A.R.S. Level 5



Instructor

*Robert Miller*



**S.T.A.R.S.**

*Safety, Training, And Recovery Solutions*

# *Certificate of Training*

*This is to certify that Shawn Heres has  
successfully completed the*

**S.T.A.R.S.**

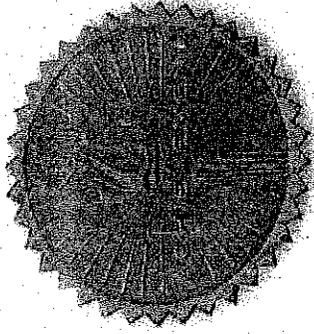
*Ultra Heavy Duty Operator Course*

S.T.A.R.S. Level 4



Instructor

*Robert Miller*





## Certificate of Appreciation

Presented To

**Craig Goldstein**  
**CEO of Westway Towing**  
**National Night Out on Crime 2006**

In recognition of your special contribution for National Night Out on Crime 2006.  
Your contribution and efforts were invaluable, and the enthusiastic way you supported our efforts made this program a big success.

**Chief Kenneth N. Dugger**  
Broward Sheriff Office Tamarac District

August 8, 2006

Date

**Miller Industries Rotator  
"Ring Leaders"  
Training Seminar**



This Participation Certificate is awarded to

**Craig Goldstein**

For attendance at the Miller Rotator Training Course  
In Chattanooga, Tennessee on September 6th & 7th, 2006

We acknowledge that he has successfully completed a course on numerous aspects of Rotator Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

*Thomas Luciano*

Thomas Luciano - Instructor  
Miller Industries Towing Equipment Inc.

*John L. Hawkins*

John L. Hawkins - Vice President of Large Wrecker Sales  
Miller Industries Towing Equipment Inc.

# *Florida Safety Council*

This is to certify that

**Craig Goldstein**

Has completed 8 hours of training in

**HazWoper Refresher**

Presented by the Florida Safety Council

**April 8, 2004**

Steve Johnson  
Instructor

William "Bill" Shooter  
Occupational Safety Manager

# *Certificate of Training*

*This is to certify that*

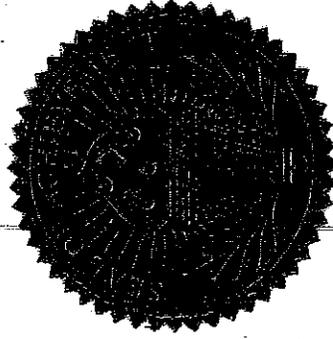
**CRAIG GOLDSTEIN**

*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**

**ULTRA HEAVY DUTY  
DECEMBER 2005**

Instructor  
**Tom Luciano**





## Certificate of Appreciation

Presented To

**Craig Goldstein**  
**CEO of Westway Towing**  
**National Night Out on Crime 2006**

In recognition of your special contribution for National Night Out on Crime 2006. Your contribution and efforts were invaluable, and the enthusiastic way you supported our efforts made this program a big success.

*Chief Kenneth N. Dugger*

**Chief Kenneth N. Dugger**  
Broward Sheriff Office Tamarac District

August 8, 2006

Date



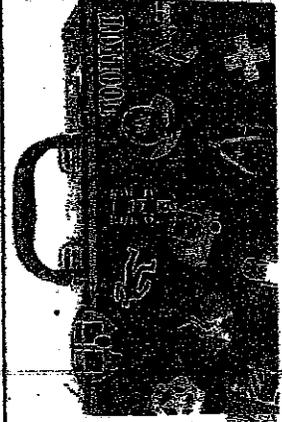
I-95 CORRIDOR  
COALITION

*This certifies that*

**Bob Miller**

*completed the  
Quick Clearance Program  
provided by the  
I-95 Corridor Coalition*

*Fort Lauderdale, Florida  
February 23, 2010*



**Coordinated Incident Management  
Program Track  
Toolkit and Workshops for Quick Clearance**  
*Personal Development Hours:  
Responder Workshop - 4 Hours*

# *Certificate of Training*

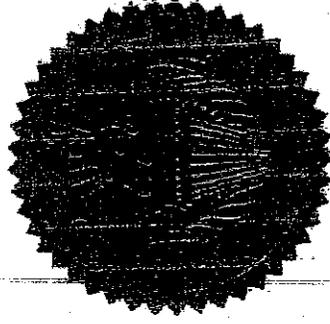
*This is to certify that **Bob Miller** has  
successfully completed the*

*Florida Certified Towing & Recovery Operator Course  
Light and Medium Duty*

*December 2001*



Instructor  
**Wes Wilburn**



**Ultra Heavy Duty  
Towing & Recovery Course  
Certificate of Completion**

Earned by  
Brett Holcombe

For successful completion of Wes Wilburn Consulting  
Ultra Heavy Duty Towing & Recovery  
Hands-On Training & Certification Course

On this 6<sup>th</sup> day of October 2007



Wes Wilburn  
Instructor Wes Wilburn



# Certificate of Achievement

This certifies that

**Robert Miller**

Has successfully completed

Level 1, Light Duty Towing and Recovery  
Of the National Driver Certification Program

And has earned the title of

**Nationally Certified Tow Operator**

**CT # 13097**

Certificate Number

*Alan Swartz*

TRA President

**August 4, 2015**

Expires

*Moniv A. Cray*

Director of Education

# *Certificate of Training*

*This is to certify that*

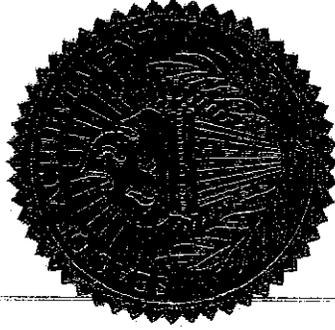
**JAMES LAWSON**

*has successfully completed the*  
**Florida Certified Towing & Recovery Operator Course**

**HEAVY DUTY**

**OCTOBER 2005**

Instructor  
**Tom Luciano**



*Florida Safety Council*

This is to certify that

**Craig Goldstein**

Has completed 8 hours of training in

**HazWoper Refresher**

Presented by the Florida Safety Council

**April 8, 2004**

**Steve Johnson**  
Instructor

**William "Bill" Shooter**  
Occupational Safety Manager

*The American Traffic Safety  
Services Association*

*Hereby recognizes that*

**Craig Goldstein**

has attended the

**Emergency Traffic Control for Emergency Responders**

**Training Course**

March 19, 2005

Date

Topeka, KS

Location



*Donna M. Clark*

Training & Products Dept. Director

*Ryan H. Metzger*

Executive Director

# *Certificate of Training*

*This is to certify that*

**CRAIG GOLDSTEIN**

*has successfully completed the*

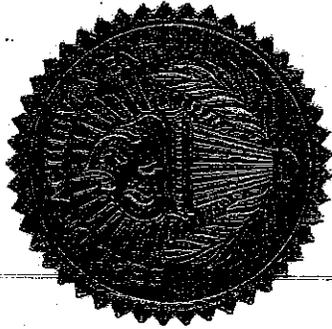
**Florida Certified Towing & Recovery Operator Course**

**LIGHT/MEDIUM DUTY**

**JANUARY 2005**

Instructor

**Dave Lambert**



# *Certificate of Training*

*This is to certify that*

**CRAIG GOLDSTEIN**

*has successfully completed the*

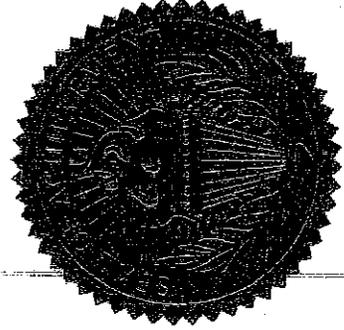
**Florida Certified Towing & Recovery Operator Course**

**HEAVY DUTY**

**OCTOBER 2005**

Instructor

**Tom Luciano**



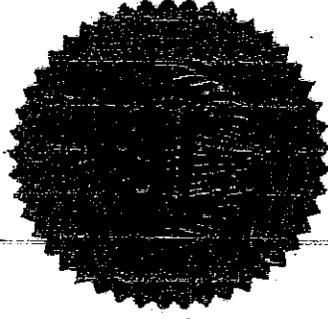
# *Certificate of Training*

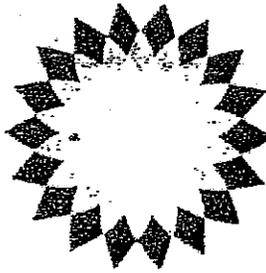
*This is to certify that **Bob Miller** has  
successfully completed the*

*Florida Certified Towing & Recovery Operator Course  
HEAVY DUTY*

*January 2002*

Instructor  
Wes Wilburn





BP Products  
North America

# ROVER

(Roll Over Vehicle for Emergency Response)

*This is to certify that*

*Bob Miller*

*successfully completed*

## LPG OPERATIONAL & EMERGENCY TRAINING with ROVER

Training included discussion of hazardous material safety, cargo tank car identification and construction, specific properties of liquefied petroleum gas, and correct procedures for dealing with an LPG emergency.

*Bob Miller*

[www.ngl.com](http://www.ngl.com)

Gary H. Zimmer  
Safety & Regulatory Compliance Manager  
BP Natural Gas Liquids Business Unit

February 21st 2002

# *Certificate of Training*

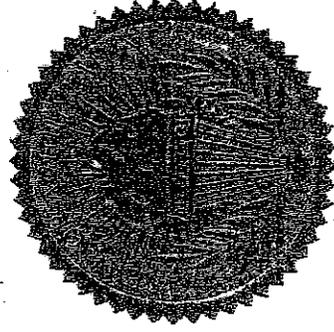
*This is to certify that*

**KEVIN PILLER**

*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**

**ULTRA HEAVY DUTY  
DECEMBER 2007**



Instructor  
**Tom Luciano**

# *Certificate of Training*

*This is to certify that*

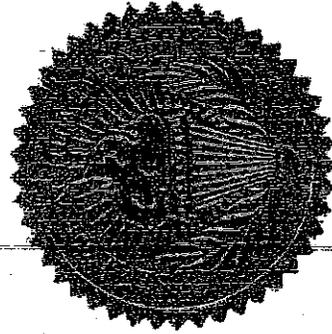
**Robert L Miller**

*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**

**ULTRA HEAVY DUTY**

**DECEMBER 2003**



Instructor

**Tom Luciano**

# *Certificate of Training*

*This is to certify that*

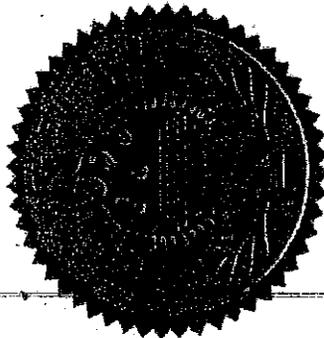
**JAMES LAWSON**

*has successfully completed the*

**Florida Certified Towing & Recovery Operator Course**

**ULTRA HEAVY DUTY**

**DECEMBER 2005**



Instructor  
**Tom Luciano**

**Miller Industries Rotator  
"Ring Leaders"  
Training Seminar**



This Participation Certificate is awarded to

**Greg DiPrima**

For attendance at the Miller Rotator Training Course  
In Chattanooga, Tennessee on September 6th & 7th, 2006

We acknowledge that he has successfully completed a course on numerous aspects of Rotator Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

*Thomas Luciano*

Thomas Luciano - Instructor  
Miller Industries Towing Equipment Inc.

A handwritten signature in black ink, appearing to read "John L. Hawkins".

John L. Hawkins - Vice President of Large Wrecker Sales  
Miller Industries Towing Equipment Inc.

Florida Department of Transportation  
SMART SunGuide Transportation Management Center  
in Broward County

would like to present this certificate to

**Westway Towing**

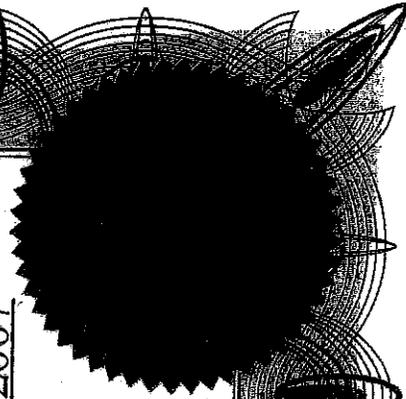
for their continuous efforts and excellence in Traffic Incident Management



*Guy Francese*  
Guy Francese

Freeway Operations Manager

Day 02 Month May Year 2007



**WHO WILL BE RESPONSIBLE FOR THE PROVISION OF SERVICES**

**CORPORATE LEADERSHIP AND ORGANIZATIONAL CHART**  
**SHOWING OUTLINE OF ALL ELEMENTS OF ALL TOWING AND STORAGE SERVICE**

**OWNER OPERATOR**  
**LIASON TO ALL GOVERNMENT CONTRACTS**

CRAIG GOLDSTEIN, CEO

**OPERATIONS MANAGER**  
**COMPANY TRAINER**  
BRETT HOLCOMBE

**AUCTION &**  
**LIEN PROCESSING**

PATRICIA WOODWARD

**OFFICE MANAGER**  
**DISPATCH**

CONCETTA GULLOTTA

**HEAVY DUTY TOWING**  
**DRIVERS SUPERVISOR**

SHEAN HERES

**YARD MEN**  
**DRIVERS**  
**DISPATCHERS**

DARREN WELLS

**ACCOUNTING OFFICE**  
**REPORTS COORDINATOR**

RAVIN SCHMIEDEKNECHT

**CALL TAKERS**  
**CASH RELEASES**

## STAFF

### **Craig Goldstein CEO**

3681 West Oakland Park Blvd.  
Lauderdale Lakes, Fl. 33311

(954) 444-4771

### Educational Background

**Academy of Aeronautics**  
**Flushing, Queens**  
AAS Associates Degree in Electronics

January 1982

**Pratt Institute**  
**Brooklyn, New York**  
BSEE Bachelors of Science Electrical Engineering

January 1984

### Professional Experience

**Harris Corporation**  
**Syosset, New York**

1984 - 1985

Designed and built automatic test equipment for Government Defense firm.  
Partnered with Sperry and Grumman Corporations

**Motors Insurance Corporation**  
**Miami Lakes, FL**

1986 - 1987

Trained at GM Tech Center, Dearborn Michigan. Became a Licensed insurance adjuster in Florida reviewing auto accident claims and mechanical breakdown policies. Set up dealership floor plans and site plans to prevent thefts. Experienced in handling others personal property.

**Material Damage Adjustment Corporation**  
**Tamarac, FL.**

1987 - 1988

Wrote claims for insurance company. Supervised five writers in Tri-County area.

## BUSINESS EXPERIENCE

**WestWay Towing, Inc.**

**1990-Present**

**100% Owned by Craig Goldstein**

Received the American Tow man Ace Award for the Country for Customer Service Excellence 2006& 2007 Sponsored By the Towing Industry for the United States This is one of the top awards in the industry to achieve. Please look at Certificate

**Twenty Five Years in the Towing Industry**

Started towing company with one tow truck and one employee.

Grew business to 45 trucks employing a staff of over fifty.

Maintain all relationships with all City Officials and liaisons through involvement in business and community organizations and events.

Donates time and equipment to parades and public school activities.

Assists in Fireman training for extrication classes, and crisis management through equipment donations, and allows on site classes with hundreds of cars donated for extrication classes over the past twenty years.

Certified in all classes of Towing; Extra Heavy Duty to Flatbed

Presently services 8 city contracts. Handle all types of City Police Towing.

City contracts are awarded through public bids like this one and have all been renewed over the past twenty years. WestWay Towing has never lost a City Police Towing contract.

**Westway Heavy Transportation Inc.**

**2000-Present**

**50 % Financial owner with General Manager Brett Holcombe**

Not involved in day to day activities

Established heavy hauling company to transport construction industry.

Manages fleet of four tractors and 4 -53' Landoll and Lowboy trailers.

Capable of moving all construction equipment throughout the state.

Employs four drivers.

**WestWay Automotive Service Center Inc.**

**2000-Present**

**100 % Owned by Craig Goldstein**

Not opened to Public, Used for Truck Repairs and Office work

**Seans Land, Inc.**

**1999-Present**

**100 OWNED by Craig Goldstein**

Management Company established for land development.

Negotiated and planned each stage of site development of 6.0 acres.

Negotiated with land owners, lobbied for proper zoning, arranged financing, participated with Architects, Engineers and General Contractors.

Designed, planed, and constructed 35,000 square feet of buildings

**WRECK-A-MENDED COLLISION CENTERS, INC.  
WEST DEERFIELD COLLISION CENTER, INC.**

**2005-Present**

**100 % OWNED by Craig Goldstein    WDCC Craig Goldstein Owns 50%**

The new Wreck-A-Mended Collision Center has become Broward County's most State of the Art Auto Body Facility.

Became one of the largest independent auto body shops in Broward County

Offer a service to our customers that is second to none due to education.

Handles complete claim service by calling the claim in, educating our customers on their rights, as well as providing for rental cars to be delivered to our customer's location.

All types of collision repairs can be done at this new facility.

We give a Life Time Guarantee on all repairs.

In response to "PRIMARY CONCERNS "# 23." BENEFITS FROM REPAIRS ", Our repair order that is signed by a potential customer to have any work performed is clearly noting the relationship between WestWay Towing and Wreck-a-Mended Collision Centers. Please see copy of work order attached. Check with your other bidders. They just farm the work to hidden body shop relationships and disclose nothing.

**STAFF**

**Brett Holcombe:            Operations Manager**

Over Thirty years' experience in the Towing Industry

Business Management Degree; University of North Carolina

Experience in overturned vehicles, Class A, B, C, D

ASE certified mechanic with 10 years in motor club towing

AAA service award winner

Extensive experience with Police agencies in handling accident scenes

Instructs safety classes monthly to all employees to improve company standards

**Shawn Heres:            Heavy Equipment Supervisor    CDL CLASS A H62079663343-0**

Over thirty years Towing Experience

Heavy Duty Recovery, Light Duty, Roll Overs, Gasoline Tankers

Runs safety meetings with all drivers

**Conchetta DiGioia    Office Manager**

Familiar with all operations of business, Special expertise in vehicle disposal requirements, documents, and logs. Coordinates Law Enforcement with stolen vehicle information and HOLD vehicles. Interacts with computerized DMV services to provide ownership information

**Darren Wells            Dispatch Supervisor**

Trained and experienced in distinguishing priority calls

Maintains all call logs for up to the date information

Handles customer / resident inquiries

LAST NAME	FIRST NAME	DL NUMBER	C	ST	DOB	STATUS
BEAUZIEUX	SCHARMA	B220780897830	E	FL	8/3/1989	OFFICE
BEDWARD	KEVON	B363501860090	E	FL	1/9/1986	OFFICE
CALLAGHAN	JASON	C425420734260	E	FL	11/26/1973	OFFICE
CARSWELL	ERNEST	C624200700260	E	FL	1/26/1970	YARD
CINNEY	RANDY	C500737772200	B	FL	6/20/1977	DRIVER
CYRILLE	PIERRE	C640676781720	A	FL	5/12/1978	DRIVER
DEHOYOS	JEFF	D200420692960	E	FL	8/16/1969	DRIVER
DUNN	BRIAN	D500071642140	A	FL	6/14/1964	OFFICE
ELIA	PAT	E400570570180	B	FL	1/18/1957	DRIVER
FERBER	ANDY	F616016603060	E	FL	8/26/1960	DRIVER
FREDRICK	JOSEPH	F636480700860	E	FL	3/6/1970	FRIVER
GOLDSTEIN	CRAIG	G432102612280	E	FL	8/8/1961	PRESIDENT
GRANT	BRIAN	G653063652890	E	FL	8/9/1965	DRIVER
GROSS	JAY	G620428720520	A	FL	2/12/1972	DRIVER
GULLOTTA	CONCETTA	G430100765260	E	FL	1/26/1976	MANAGER
HERES	SHAWN	H620796633430	A	FL	9/23/1963	DRIVER
HILL	MILTON	H400543752590	E	FL	7/18/1975	DRIVER
HOLCOMBE	ERNIE	H425202590040	A	FL	1/4/1959	MANAGER
JACOBS	SIMEON	J212799570100	E	FL	1/10/1957	OFFICE
JOHNSON	CHRISTOPHER	J525113784060	B	FL	11/6/1978	DRIVER
KNIGHT	TIMOTHY	K532810831360	E	FL	4/16/1983	DRIVER
LAWSON	JIM	L250443591910	A	FL	5/31/1959	DRIVER
LOKENBERG	JOHN	L251463743110	E	FL	8/31/1974	DRIVER
LOUIS	OWEN	L200656594291	A	FL	11/29/1959	DRIVER
MARTI	CHARLES	M630148663460	E	FL	9/26/1966	OFFICE
MORRIS	CHRISTOPHER	M620114854510	E	FL	12/11/1985	DRIVER
MYERS	VANDRAL	M620864661500	A	FL	4/30/1966	DRIVER
ORTIZ	ARMONDO	O632000690080	E	FL	1/8/1969	DRIVER
PASQUINI	CAROL	P250101665611	E	FL	2/21/1966	OFFICE
PELLICAN	JOHN	P425463672650	E	FL	7/25/1967	DRIVER
PHILLIPS	NICOLE	P412624737182	E	FL	3/18/1973	OFFICE

## REFERENCES

BSO Dive Team	Sgt. Steve Salach	(954) 868-3685
BSO Civil	Martha Lopez	(954) 831-8780
BSO Confiscations	Pat Geiss	(954) 321-4394
BSO Traffic Homicide	Sgt. Akers	(954) 321-4856
City of Tamarac	Commissioner Diane Glasser	(954) 724-1230
City of Tamarac	City Garage Vinny	(954) 724-1230
City of Lauderdale Lakes	City Manager Chuck Faranda	(954) 730-3000
City of Lauderdale Lakes	Mayor Richard Kaplan	(954) 730-3005
City of Lauderdale Lakes	Fire Rescue – Chief Curran	(954) 730-2950
City of Lauderdale Lakes	Mayor Barrington Russell	(954) 731-1212
City of Lauderdale Lakes	Commissioner Eric Hanes	(954) 535-2700
City of Lauderdale Lakes	City Manager Jonathon	(954) 535-2739
City of Sunrise	Commissioner Joseph Scutto	(954) 802-7188
City of Sunrise	Chief Brooks	(954) 931-7117
City of Sunrise	Commissioner Donald Rosen	(954) 746-3250
Lauderhill Chief	Chief Smalling	(954) 497-1646
Lauderdale Lakes Fire	Chief Sievers	(954) 731-1212
BSO Dive Team Supervisor	Sgt Joe Bapua	(954) 650-6382
Lauderdale Lakes Code	Segar Ramraj	(954) 326-7294
City of Sunrise Fire	Tom Oconell	(954) 746-3412

**If additional information is needed, please contact Craig Goldstein at (954) 444-4771**

Jim Mulchay – 6181 NW 32<sup>nd</sup> Way – Ft. Lauderdale, FL 33309

May 7, 2008

Westway Towing  
3681 W. Oakland Park Blvd  
Lauderdale Lake, FL 33311

Gentlemen:

Enclosed are copies of letters of commendation sent to FLPD, BSO-OP and FLFD re: a car crash at Prospect and NW 31<sup>st</sup> Avenue on 14 Jan 08 around 1410 hours. These are enclosed along with my commendation to your personnel who responded to the crash, along with members of BSO Oakland Park and the fire/rescue/EMS departments from Ft. Lauderdale and Oakland Park.

There were several injured parties and EMS from Ft. Lauderdale and Oakland Park quickly and expertly attended them and transported to various medical facilities. In order for them to work safely, BSO-OP handled necessary traffic deviations and provided extra security to the scene. In addition, the many fire units were stationed strategically to provide protection to the victims and rescuers and provide ready access to needed rescue/emergency equipment.

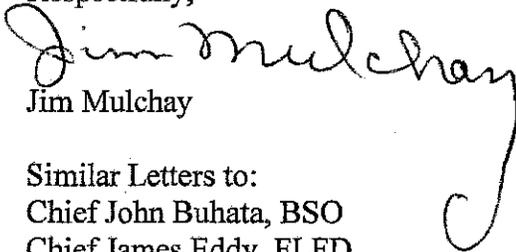
With this excellent teamwork, at least two officers from FT. Lauderdale were able to rapidly and efficiently conduct and conclude the required investigation without having to worry about traffic, rescue, etc.

A commendation is made to Westway Towing also. As soon as possible after conclusion of the investigation, WESTWAY rapidly and safely removed all vehicles to areas that did not interfere with traffic patterns.

In all of my many years of being at over a thousand scenes such as this I have seldom seen such excellent, impressive and efficient coordination between so many different agencies. As a result of their excellent division of responsibilities, all injured parties were safely removed in record time, the investigation was concluded, and this busy intersection was opened to regular traffic in very short order – probably about 35 minutes.

Please share my highest compliments to all of the above.

Respectfully,



Jim Mulchay

Similar Letters to:  
Chief John Buhata, BSO  
Chief James Eddy, FLFD  
Chief Bruce Roberts, FLPD

**TECHNICAL APPROACH**  
**FOR THE RESIDENTS OF THE CITY OF FORT LAUDERDALE, FLORIDA**

Our scope of service is further amplified by applying the following qualifications and service. In addition to providing the basic Towing services, WestWay Towing includes special features that make our plan of service most effective and beneficial to the residents of Fort Lauderdale.

**1. ON-CALL CUSTOMER SERVICE VEHICLE**

Free transportation is provided to those in need at the scene of an accident or breakdown. There are times when a family of two or more are traveling in their vehicle possibly to there hockey game, dinner, movie, etc. If their vehicle has been in an accident or breakdown and WestWay Towing is called by the City of Fort Lauderdale, most tow trucks are not capable of transporting two or more family members. WestWay Towing does not allow any residents to be left stranded at a breakdown or accident scene. Fort Lauderdale residents will be taken to their home, local car rental agency, or to our primary office free of charge. WestWay Towing has a 2013 Ford F 250 Pickup that will be used to perform these services. We would not take a vehicle and leave your residents abandoned. Your officers just need to request this service, and it will be dispatched with the Tow Truck. This will stop your Police Officers from transporting people home, and keep them on the road to do policing.

**2. SAFE, ACCESSIBLE LOCATION**

All Fort Lauderdale residents can reach our primary location within minutes. Primary needs for your residents can be met at our location. This facility is over 4 acres, and is surrounded by an 8 foot wall. Our offices are in safe walking distances to banking facilities, hotels, restaurants, and a car rental facility. WestWay Towing was built adjacent to home owners, and is not in an industrial park where a lack of security could cause damage to Fort Lauderdale resident's vehicles or themselves. Our facility is within 25 feet of home owners who gave us there blessing when we applied for construction. There is an inside waiting area, and bathrooms are available if requested.

**3. TRAFFIC HOMICIDE AND CRIME SCENES**

WestWay Towing has been approved by the Broward Sheriffs Office, Lauderhill Police Dept., and Sunrise Police Dept., to service potential Traffic Homicide Accidents. Our employees are experienced in recovering and holding vehicles in strict compliance with the needs of onsite traffic investigations and crime scenes. WestWay Towing has worked with these special Police investigators for almost fifteen years, and has developed extensive experience in complex recoveries involving Police, Fire, and Emergency Agencies. WestWay Towing has experience in all types of Towing and Recoveries. At the present time WestWay Towing is handling Traffic Homicide scenes for the Broward Sheriffs Office in West Broward County. WestWay has handled some of the most complex recoveries such as the plane crash on Commercial Blvd. to the tractor-trailer roll-over on Interstate 95, and the loaded gasoline tanker on the Turnpike. We shared housing at all City Halls during Hurricane Andrew, and worked hand in hand with the Broward Sheriffs Office and the appropriate Cities we service to maintain a safe and successful environment. All of our drivers are trained to handle overturned vehicles. More importantly they are trained to service calls in a courteous and professional manner.

**4. MOTOR CLUB FLEX PLAN**

WestWay has current agreements with some of the major motor clubs to provide service directly to their members. This will benefit the City of Fort Lauderdale Police Department with a better response time. We also tow for most of the new car warrantee plans, but limit ourselves to Police Towing for the Cities that we service.

## TECHNICAL APPROACH CONTINUED

### 5. FORT LAUDERDALE ACCOMODATION FOR QUICK RESPONSE TIME

WestWay Towing will have units placed strategically within the City of Fort Lauderdale boundaries at all times. The adjacent cities that we service have our trucks going through the City of Fort Lauderdale all day which enables a quick response time. If a truck was pulled from this zone we would move another into the appropriate zone. This will provide for a faster response time that will allow your Police Dept. to Police, instead of waiting around for Tow Trucks to respond. The Fort Lauderdale residents will be happier as well, especially if they were late for there appointment when they had this misfortune occur.

### 6. FORT LAUDERDALE RESIDENTS RELEASE OF VEHICLE

If a vehicle is towed in by the Fort Lauderdale Police Department the law states that the registered owner has to go down and release the vehicle with the proper ID. There have been many instances that the vehicle towed was the only vehicle owned by that resident. If a Fort Lauderdale Resident needs a ride to pick up their vehicle or to release it to someone who is to repair it, WestWay Towing will except fax information to help your residents, or pick them up free of charge if necessary.

### 7. FORT LAUDERDALE FIRE RESCUE TRAINING FACILITY AT WESTWAY STORAGE FACILITY WILL SHOW OUR COMMITMENT TO EXCECELLANCE WITH FORT LAUDERDALE FIRE RESCUE

WestWay Towing has provided thousands of cars over the past 20 years to train our cities Fire Rescue units. We train at our site because it is close enough to your City and the Rescue Units can respond from our site if an emergency occurred. Our site is environmentally safe so the cleanup is quick and easy. We have trained almost every firefighter at our site. Check with Joe Fox, and Training Captain Stephen Gollan, Lt. Dave Sweet and any other Fire Chiefs that we service on this convenience.

### 8. SCHEDULING AND COST CONTROL SYSTEM

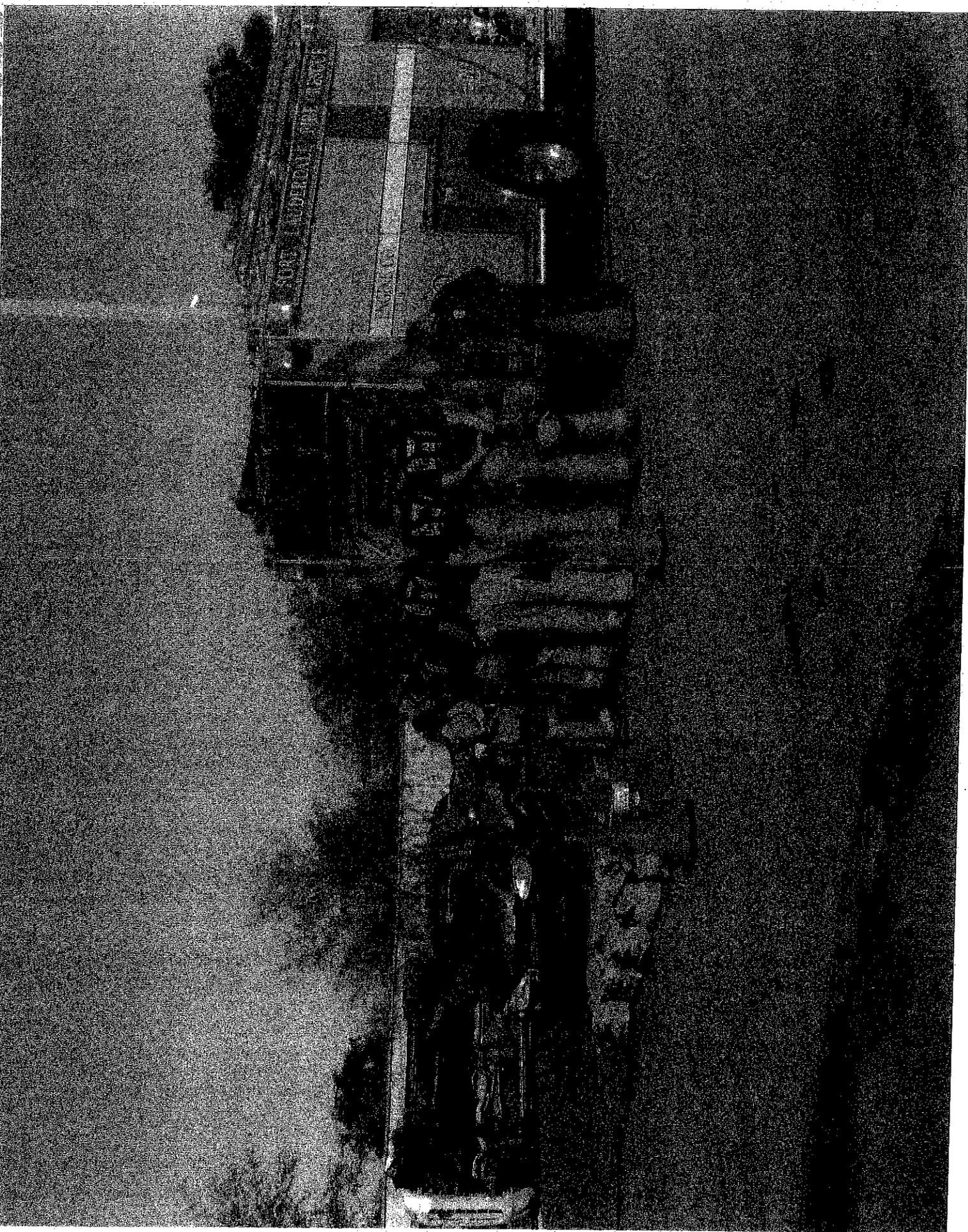
I do all the scheduling at WestWay Towing with my dispatcher. Doing Police Towing, you always need to overstaff, because you never know what's coming in. We will use previous years towing schedules to look and compare for holiday scheduling. We schedule with an overlapping technique, so we always have available drivers at any given hour.

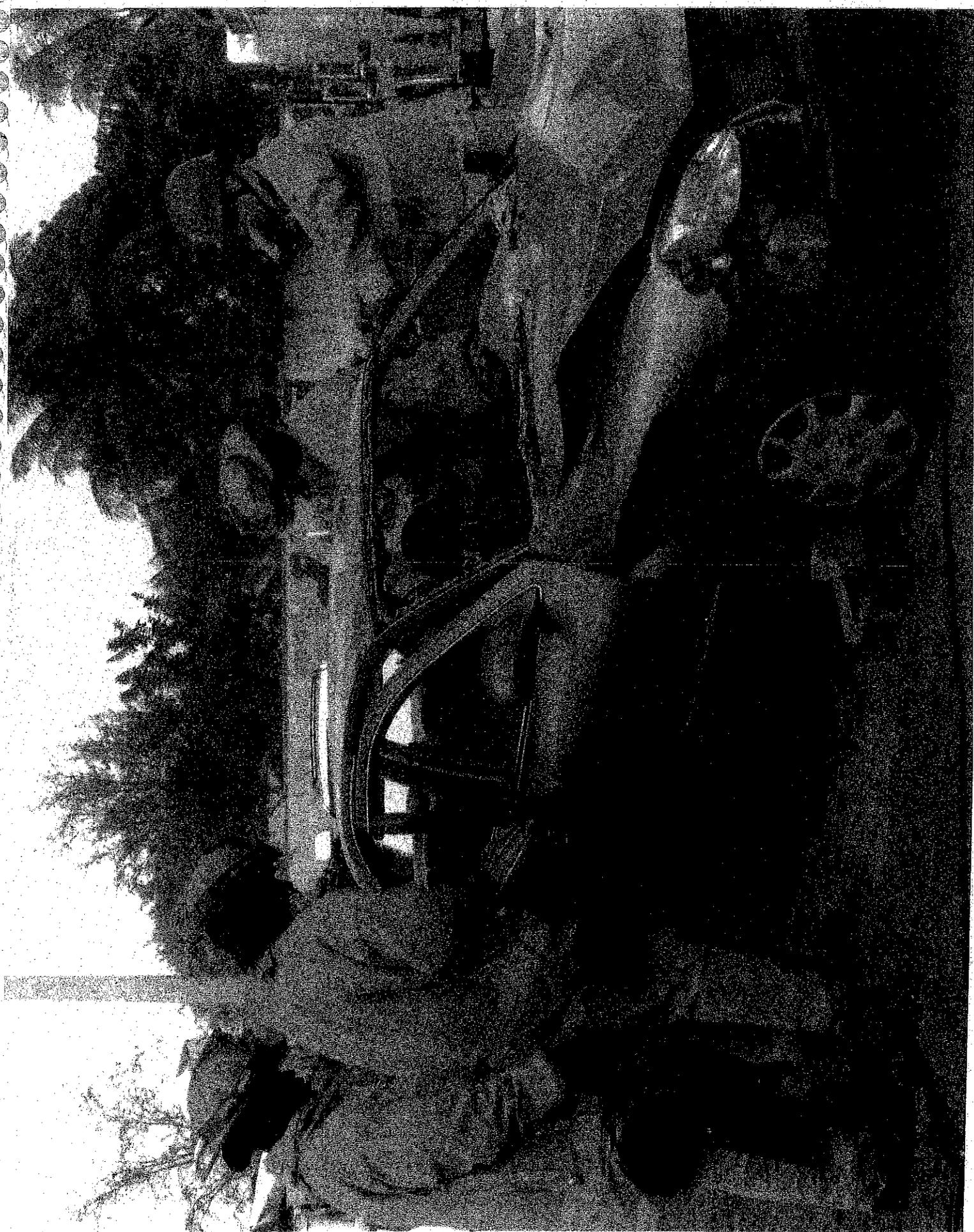
To keep our costs down we have our own 3000 gallon diesel fuel tank on site. To keep our costs down we have our own 3000 gallon diesel fuel tank on site. WestWay Towing sister company is Oil Recovery Interests which picks up waste vegetable oil from Fort Lauderdale Restaurants and produces biodiesel from our local restaurants. We save up to 30% in our fuel costs but the main advantage is the environment. Clean air for our children to breath.

#### True Sustainability.

We have safety meetings monthly which help keep our insurance losses down with liability and accidents claims. This helps reflect on our premiums, and keeps them lower. Insurance is 25 – 30 % of our costs. We also save money with our own staffed ASE certified master diesel mechanic. This keeps truck maintenance bills to a minimum.

These special features that we offer to your residents will save them money on transportation. These features will save your residents time in handling their issues while being inconvenienced by the reason they were towed. WestWay Towing knows what your residents are going to go through when their vehicle is towed, so we have developed these features to help them get through their dilemma. As described in our Mission Statement, we have become a well established Towing Company because we practice what we preach.







## DISPATCH AND COMMUNICATION SYSTEM

WestWay Towing never closes. At any time one of our five locations staffed with call takers can receive calls through voice over IP telephones and T1 phone lines. They never go down. We can also send a call to dispatch from any one of our locations to our dispatch system through these communication lines. You will always get a WestWay Towing employee at any time to take a phone call from your dispatch department. We can even transfer phone calls to all of our offices.

WestWay Towing has created the most technologically advanced dispatch system in the Towing Industry. I was an electrical engineer and have worked with the Tracker Management people to create this new communication system. We are capable of accepting digital data from your dispatch to go directly into our dispatch system. Our drivers use communicating TOMTOM'S that have IP addresses in them so through java applications we can send the call to the driver. He or she can accept the call. By accepting the call it time stamps the dispatch screen. The driver can put in the mileage, vin #, and any info on the vehicle. When he arrives at the scene he pushes arrive and it time stamps the dispatch screen. Hooked, en route, dropped, and cleared works the same way. Times are available without speaking to anyone. Communication is one electronically. Contract rates are programmed into the system and by acknowledging the correct times on scene, the invoice is automatically calculated so there is no guessing of pricing for services rendered by the driver.

## TRAFFIC HOMICIDE SCENES, CIVIL HOLD, AND CONFISCATION TOWING

WestWay Towing has been approved by the Broward Sheriff's Office, the Palm Beach Sheriff's Office, the Florida Highway Patrol, and all of our Cities that we service with the same type of specifications as your RFP in the handling of potential Traffic Homicide Accidents, Civil Tows, and Vehicle Confiscation Towing Services. Our employees are experienced in recovering and holding vehicles in strict compliance with the needs of onsite traffic investigations and crime scenes. WestWay Towing has worked with these special Police investigators for over twenty years, and has developed extensive experience in complex recoveries involving Police, Fire, and Emergency Agencies. Our management system is capable of treating a **HOLD** vehicle with extra security. If your Police agency requests a hold on a specific vehicle our release screen will provide a large Red Hold Box right on the computer screen as soon as the vehicles vin # is typed in. The office staff is now made aware that a representative from the Fort Lauderdale Police Department will need to provide written authority to be able to release this vehicle. This helps prevent a HOLD vehicle from accidently getting released by office staff.

## CODE COMPLIANCE DIVISION

WestWay Towing has handled Code Enforcement Services with all the cities we serviced exclusively. Our vehicle notification system keeps us up to date with Florida State Statues. Our vehicle notification process is computerized, and is directly connected to the State of Florida Department of Motor Vehicles. This allows immediate owner information and the ability to notify them of the whereabouts of their vehicle.

This keeps the City of Fort Lauderdale Code Compliance Division from getting complaints and lawsuits from these residents or businesses that don't follow Fort Lauderdale code policies when their vehicles are towed. Our management system automatically sends out the certified letters. We have our own postal machine and a separate department that handles the lien letter process. We can go back 5 years to get information on all the cars that have been disposed of.

Our lien process department will have direct communication with your code compliance division. Patricia Woodward is your contact at all times, and she can be reached at (954) 731-1115. Patricia has handled well over 100,000 cars and has addressed by her. You can check our references with the same type of code compliance services we already perform. The telephone numbers of these other code compliance agencies like the City of Fort Lauderdale Auto Task Force or the Fort Lauderdale Code Enforcement Division are listed in our reference list to follow.

## SITE CLEAN-UP

All of our vehicles have the necessary equipment to clean up any accident scenes. Brooms, shovels, absorbent material, and buckets to take away any debris caused at an accident scene. All of our drivers have worked these types of scenes and have the knowledge to open the road quickly, as well as clean the streets so no additional liability is left to potentially cause another accident. We also want to keep your City clean from any of these accident scenes.

For the larger accident scenes WestWay Towing has a bobcat with attachments, and a Volvo L120 loader with a bucket and forks. We carry road patch and other clean up supplies on our emergency response trailer. We have dumpsters available 24 hours a day with All Service Waste. We also have agreements for sand, dumpsters, and a fully licensed Environmental Recovery Company. Our loader is available with an operator **Free of Charge** if needed by the City of Fort Lauderdale to help clean up after a major emergency, possible the Beach cleanup.

Our vehicles are maintained and inspected on a daily basis. Each driver is responsible to check the vehicle prior to his day of work. Any equipment problem discovered or maintenance required is reported to dispatch immediately. All trucks are serviced every 5,000 miles by a licensed mechanic who is ASE certified. This includes hydraulics, brakes, and all fluid checks. It is important that our image is as good as our service. We have been selected four times by TOW TIMES Magazine which is the main magazine that recognizes the Towing industry across the country. Our trucks appeared on the front cover page three times in less than ten years. There are thousands of tow companies across the USA, and only 12 monthly issues a year. Another positive thing we can state about WestWay Towing.

THERE IS NO OTHER BUSINESS DONE AT THIS SITE. WESTWAY TOWING IS THE ONLY BUSINESS THAT WORKS OUT OF THIS FOUR ACRE FACILITY. OUR AUTO BODY FACILITY IS LOCATED ON AN ADDITIONAL 1.5 ACRES, IN A TOTALLY SEPARATE BUILDING WITH ITS OWN ADDRESS.

### A POTENTIAL FREE VALUABLE SERVICE THAT THE CITY OF FORT LAUDERDALE CAN TAKE ADVANTAGE OF WITH THE USE OF THIS EXISTING BID

The City of Fort Lauderdale is trying to collect millions of outstanding dollars from people not paying their parking tickets. WestWay Towing had up to ten trucks a day driving through the City.

WestWay Towing would like to get a license plate scanner at our expense, tie it to your outstanding tickets list, and start with one truck. As we cruise around the city if we scan a parking violators plate we call officer and have PD respond, document, and tow the car to impound. There will be a 15 dollar a day impound fee plus towing. If the vehicle is picked up by lien holder WestWay Towing will split the bill with the City. The vehicle will not be released until the city gave the violator a paid receipt to show us for release of the car. If the vehicle is abandoned by owner the vehicle will go through our auction and again split the fees with the city.

There is no cost to the city. No space taken up from the city. Totally free and the reward is remarkable. Please consider the power of this.

WestWay Towing prides on taking care of stranded motorists. I own Wreck-a-Mended Collision Center and offer a valuable service to your residents. We help them throughout their complete dilemma. From calling in their claim, and helping to evaluate their situation with the proper answers, and if needed getting a rental car so they can go on with their life. I can offer these services because I have been educated as a claims handler that worked for two major insurance companies. I have settled claims as an adjuster, and know all the procedures to guide your residents in the right path. Residents are protected from all the insurance company inappropriate demands, which are many, so it is important for your people to know. I explain their rights as a consumer.

#### **In response to "Primary Concerns", # 23, Benefits from Repairs,**

WestWay Towing allows total control of any repairs to be a decision of the owner. We never push or force any resident into our repair facility, and if they do repair with us they sign an Authorization to Repair which acknowledges the relationship of the two companies. Please see a copy of the work order attached. The Resident is totally aware of the relationship between the body shop and the tow company. Please check with our references to see if they have ever had a complaint for forcing a resident into our repair shop in twenty years. I am sure you will be answered with a very positive "never". You might want to question how the other bidders handle their referrals without disclosing their relationships. Those are the complaints you will receive from unhappy owners. We disclose and make sure we take care of our customers. We don't want a complaint from either company.

WestWay Towing does random drug testing with its employees. Our workers comp policy requires this on all new employees, and request treatment programs if there is a employee problem, as well as a monthly safety meeting for damage prevention. Our employees work as a team, and are very aware of the consequences concerning problem employees, and have no problem making management aware of a potential bad employee. Most of our employees have been with us for years.

### **MAIN FACILITIES AND EQUIPMENT**

WestWay Towing has purchased, developed, and has relocated to our own Environmentally Safe State of the Art Towing and Storage Facility located at 3681 West Oakland Park Blvd., Lauderdale Lakes, FL 33311. This four acre facility is the largest towing and storage facility west of I- 95 in Central Broward County. Open 24 hours a day, seven days a week. To provide the security needed for the type of vehicles we bring into our yard, WestWay Towing is completely enclosed by an eight foot wall with enough room for over 400 cars outside and an indoor storage area for those vehicles requiring protection from inclement weather and is capable of storing 60 vehicles. There is a separate designated area within our facility with a mechanical lift and tools for vehicles that are being held for crime scene investigations. We also have a totally secured area for finger printing or what ever the reason the officer chooses to use this room for. A conference room is available to use for Fort Lauderdale Investigators. We are also capable of helping your Investigators rein-act the accident scene at our site, and have the machines available to tear apart the vehicle for an in depth look. We also have a 100 inch screen with projector and audio for your needs.

### **FORT LAUDERDALE SPECIAL HOLDS AND INVESTIGATIVE BUILDING**

This site is at 1919 N.W. 19 street, Fort Lauderdale, Florida. It is a 10,000 square foot indoor facility that holds approximately 100 cars. The City of Fort Lauderdale is using this site right now and has 51 cars on inside hold. This facility is **special** because it is only used by Fort Lauderdale Police Department. Every other Tow Company will have indoor storage, but also has other City contracts that are being serviced as well. These potential high profile cases cannot be handled or in the area of protection that is available to anybody. Our indoor site is for the City of Fort Lauderdale only. Your investigative staff even has the keys to this facility.

One other important note. This facility is free to the City of Fort Lauderdale, has two floors of new carpet and painted walls, and could be used to house more than 50 staff. This is available immediately.

Another important point is the building is under paid security 7 days a week, 24 hours a day. No tow company has this.

# WRECK-A-MENDED COLLISION CENTER

3685 WEST OAKLAND PARK BLVD \* LAUDERDALE LAKES, FL \* 33311

954-318-3000 / FAX 954-318-0099

## AUTHORIZATION TO REPAIR

CUSTOMER: \_\_\_\_\_ RO# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CELL: \_\_\_\_\_ DAY: \_\_\_\_\_ WORK: \_\_\_\_\_

CELL CARRIER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_

CLAIM # \_\_\_\_\_

VEHICLE YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

VIN # \_\_\_\_\_

COLOR: \_\_\_\_\_ MILEAGE: \_\_\_\_\_

### PLEASE READ CAREFULLY, CHECK ONE OF THE FOLLOWING STATEMENTS AND SIGN:

I UNDERSTAND UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY BILL WILL EXCEED \$100

I REQUEST A WRITTEN ESTIMATE FROM INSURANCE COMPANY OR SHOP

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COST DO NOT EXCEED \$ \_\_\_\_\_

I DO NOT REQUEST A WRITTEN ESTIMATE

CUSTOMER SIGNATURE: \_\_\_\_\_

THE ESTIMATE FOR REPAIRS INCLUDES PARTS, LABOR, DIAGNOSIS AND ANY APPLICABLE TAXES. IF ON FURTHER INSPECTION, ADDITIONAL PARTS OR REPAIRS ARE NEEDED, YOU WILL BE CONTACTED IF ADDITIONAL FEES ARE REQUIRED ON YOUR BEHALF

\_\_\_\_ (INITIAL)

I UNDERSTAND THAT WRECKAMENDED COLLISION CENTER IS ASSOCIATED WITH WESTWAY TOWING, AND NOT FORCED ME TO SIGN THIS REPAIR ORDER FORM IN ANYWAY, I UNDERSTAND THAT I MAY REPAIR MY VEHICLE WHEREVER I DESIRE \_\_\_\_\_ (INITIAL)

### POWER OF ATTORNEY

I DO HEREBY APPOINT WRECK\*A\*MENDED COLLISION CENTER TO ACCEPT/ENDORSE ON MY BEHALF ANY AND ALL CHECKS FOR DEPOSIT INTO WRECK\*A\*MENDED COLLISION CENTER BUSINESS ACCOUNT FOR CREDIT ON MY ACCOUNT FOR REPAIRS ON MY VEHICLE WHICH HAS BEEN REPAIRED, RELEASED AND ACCEPTED.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

