



"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Proposal #20190108
(SRFP)
Request for Proposal
for
Citywide Towing Services

Prepared By:
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NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "cone of silence" is in effect for this solicitation from the date the RFP is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Ms. Lenora Sevillian, for the procurement of these services.

All questions regarding this RFP or Solicitation are to be submitted in writing to Lenora Sevillian, Division Director with the Procurement Management Department via e-mail lsevillian@cityofpsl.com, or by phone 772-871-7390. Please reference the RFP/Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the RFP/ Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the DemandStar website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP.*

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS.
YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

1.0 BACKGROUND

The City of Port St. Lucie, located in St. Lucie County, is the 7th largest City in Florida having a population approaching 196,000. It was incorporated in 1961 and is located near the Atlantic Ocean on the southeast coast of Florida. It is situated in the southern part of St. Lucie County which lies between Indian River County to the North and Martin County to the South.

2.0 INTENT

The City of Port St. Lucie is requesting proposals from qualified individuals, firms, and legal entities to provide citywide towing services for the City of Port St. Lucie Police Department. These services will be utilized to remove wrecked, disabled, stolen or abandoned motor vehicles and or trailers from public and private property when authorized by the Port St. Lucie Police Department or 911 for a vehicle within the city limits, as well as provide towing / wrecker services for all disabled City vehicles at no charge.

It is the intent of the City to enter into a five (5) year contract with a pool of pre-qualified towing companies to develop a rotation list for towing / wrecker services throughout the City of Port St. Lucie on an as needed basis. The contractor (s) must have the resources to accommodate all calls for service twenty-four (24) hours per day, seven (7) days per week, including holidays.

Specifications have been prepared outlining the coverage and services to be provided. Any alternative service(s) may be submitted, in addition to responses to the items requested in the outlined specifications and should be preceded with a summary of how the alternative could be more advantageous to the City. Alternative services will be reviewed and considered "value-added" services for the purposes of evaluation and contractual negotiations.

The issuance of this RFP and receipt of proposals does not commit the City to award approval of an offer to provide services. The City reserves the right to postpone the Proposal Due Date and Time, accept or reject any or all proposals received in response to this RFP, waive any informality or defect in any proposal, or to cancel all or part of this RFP if it is in the best interests of the City. All proposals, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law.

In addition, the selected Proposer shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website at www.cityofpsl.com, but also any other laws, rules, or regulations governing the use of the Property.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

REQUEST FOR PROPOSALS

Through this RFP #20190108 Citywide Towing Services, the Proposer agrees to perform all work pursuant to this Proposal and all specified scope of services and deliverables, which is incorporated herein by this reference. The City of Port St. Lucie is seeking the services of a qualified firm to develop Citywide Towing Services.

This RFP expresses the City's selection criteria and submittal requirements that must be followed by any individual or entity (hereinafter referred to as the "Proposer") desiring to present a proposal. The City will consider all qualified responses to this RFP and evaluate each response based on the selection criteria in accordance with the procedures as set forth herein. The proposals from interested, qualified individuals or firms for RFP #20190079 must be received by the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than **Monday, August 19, 2019 @ 2:00PM(ET)**.

3.0 SCOPE OF SERVICES

The City seeks contractors(s) who have extensive experience and qualified to provide citywide towing services for the City of Port St. Lucie Police Department. A demonstrated track record of operational safety and compliance with the State of Florida Wrecker Operator Requirements as outlined in the State Statute § 323.002 is required. Additionally, the owner / operator and all drivers must be able to pass a comprehensive background check, hold a valid Florida Driver's License, and possess the proper equipment as outlined in the proposal. The awarded contractor must be able to pass an inspection of their equipment and facilities, and a review of all County, Local, and/or State operating licenses and required insurance coverage, along with any other criteria the City deems necessary for the determination of suitability to perform the required services.

Contractor(s) must have the necessary organizational structure, experience, capital and equipment to carry out the provisions of the Contract to the satisfaction of the City.

3.1 Office/Storage Facility Requirements - Proposers office shall have a sign that identifies it to the public as a towing/wrecker service establishment. The sign must be painted with letters of at least four (4) inches in height and placed so it is clearly visible to the public.

- 3.1.1 Proposers' office and storage facility must be located within the Port St. Lucie City Limits. The southern portion of St. Lucie County that, for postal purposes, is considered to have a Port St. Lucie address (presently south of Midway Road and having a zip code of 34986, 34983, 34984, 34952, and 34953).
- 3.1.2 Proposers shall provide storage facilities, which shall be maintained at the operator's place of business. These facilities must be fenced and locked for the protection of vehicles, and property fencing shall be chain-link or solid-wall type and at least six (6) feet high, lighting of the storage facilities is required.
- 3.1.3 All vehicles impounded/towed pursuant to these specifications, unless otherwise directed by the vehicle owner or the City shall be towed to/impounded at the office and storage yard required pursuant to 3.3.2 above.
- 3.1.4 The towing/wrecker service operator shall provide storage for all impounded/towed vehicles in the outside storage area unless specific instructions are given by the police department or owner. Outside storage will be either paved or covered with a shale rock substance to prevent large standing pools of water or mud.
- 3.1.5 If required for investigative purposes at the direction of the investigating officer, the operator shall move the vehicle(s) to a designated area for processing prior to storage. In such cases, the operator will not release the vehicles until all authorized charges, as authorized by the department, have been met.

- 3.1.6 The towing/wrecker service company shall not change the type of storage facility (inside or outside) afforded a vehicle without written permission of the department.
- 3.1.7 The towing/wrecker service company shall not change the storage facility location without first notifying the department.
- 3.1.8 The storage facility must be owned or leased solely by the towing/wrecker service company.
- 3.1.9 A minimum of twenty (20) storage spaces, as minimum of two (2) inside storage spaces, and three (3) wide storage spaces must be available.
- 3.1.10 Service bays or repair bays do not qualify as inside storage, nor does any area that is utilized for any activity other than permanent inside storage.
- 3.1.11 Inside storage areas must be able to be secured to prevent tampering with stored vehicles.

3.2 Inspections of Vehicles -

- 3.2.1 The registered owner of a vehicle or the owner representatives including any tow company hired by the owner, or the owner's designated repair facility or owner's insurance adjuster, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, including holidays. The operator will not require the owner, adjuster, or representative to pay any fee in order to inspect or photograph the stored vehicle.
- 3.2.2 Any vehicle which is being held under police ordered impound may be viewed and photographed; however, no item may be removed or tampered with from the vehicle under any circumstances. Vehicles involved in a fatality and sealed by the Traffic Homicide Investigator shall remain intact until the seals are removed by the investigator. If no fatality occurred, then the vehicle and property may be released by the operator upon valid proof of ownership once the hold is released.

3.3 Inventory Property/Release of Property

- 3.3.1 A copy of an inventory prepared by the police department of all personal property found in a wrecked, disabled, or abandoned vehicle shall be provided to the towing/wrecker service operator. The towing/wrecker service operator shall permit removal of such property by the vehicle owner or their agent from the vehicle during normal business hours. A signed receipt for each item removed shall be obtained. Personal property is described as any item not affixed to the vehicle, which was in the vehicle at the time of the tow.
- 3.3.2 In the event the vehicle owner lives out of state, a copy of a notarized letter from the owner authorizing release to an individual shall be required.
- 3.3.3 In the event of vehicles stored where a "No Hold" order has been placed, the operator will directly release any vehicle upon presentation of reasonable proof of identification and ownership to the owner or his agent including any tow company hired by the owner or the owner's designated repair facility. A copy of a lease agreement, registration form, or title will suffice as proof of ownership.
- 3.3.4 Should it become necessary that personal property be removed from a vehicle, or a vehicle is released when the storage facility is closed, or on an official holiday, the operator will be required to do so and may charge a fee not to exceed \$25.00.

3.4 Abandoned/Junk Vehicles

3.4.1 The selected Proposer will respond for removal of abandoned or junk vehicles

3.4.2 Abandoned or junk vehicles will remain in the custody of the tow service until legally acceptable for destruction, sale, or transfer, pursuant to Chapter 713, Florida Statutes.

3.5 **Hours of Service** – The primary storage facility must be open, or an employee on immediate call, 24 hours a day, seven days a week, including holidays.

3.6 Response Time

3.6.1 Unless called by a vehicle owner, the proposers towing service shall only respond to accidents or remove vehicles involved in an accident within the department's jurisdiction, pursuant to a call from the police department or St. Lucie County Emergency 911 Center. In the event of a call to the towing/wrecker service operator from a vehicle owner the service will first clear the call with 911 before proceeding to prevent duplicate calls.

3.6.2 Proposers towing/wrecker service operators must arrive on the scene within thirty (30) minutes of the call from the police department or St. Lucie County Emergency 911 Center.

3.6 **Telephone/Communications Contact** – The selected Proposers towing/wrecker service operators shall have no more than one (1) day and one (1) nighttime number. The towing/wrecker service company will notify the department of any change in telephone numbers.

3.6.1 Proposer shall maintain a telephone communications system to answer calls from the department or 911 on a 24 hour a day basis.

3.6.2 Pagers for the purpose of contact are not allowed under these specifications.

3.6.3 If an answering service is utilized, the towing/wrecker service operator must contact the department or 911 within five (5) minutes after the call was received by the answering service.

3.7 **Specialized Requests** – The City reserves the right, in the event of a specialized recovery or requirements not otherwise able to be met by the towing/wrecker service operators, to request specialized recovery equipment from another towing/wrecker service.

3.8 **Multiple Requests for Service** - In the event of multiple car accidents involving multiple disabled vehicles, the towing/wrecker service operator will be advised of the number of tow trucks required to separately remove each vehicle.

3.9 **Prohibited Equipment** - It is prohibited for any towing/wrecker service to have installed or utilize a siren of any nature in order to respond to calls.

3.9.1 Blue or red strobe lights on any towing/wrecker service are prohibited in accordance with state statutes. Florida Statutes Section 316.2397 regarding prohibited lights will be complied with at all times.

3.9.2 It is prohibited for any tow vehicle or the business establishment maintained by the operator to have on any vehicle, building, or correspondence any lettering or symbol which would imply an official relationship between the service and the City.

3.10 Operators Permits - All towing/wrecker service operators and drivers must have in their possession a valid Florida Operator's permit as required by the Florida law for the operation of any vehicle to be driven. Drivers are to be photographed and fingerprinted by the City. Drivers must also carry and display an identification card issued by the police department indicating the driver has met requirements of the department.

3.11 Change of Personnel/Equipment - The towing/wrecker service shall notify the Police Department within five (5) days of any change in the status of drivers, wreckers, unit numbers, insurance coverage, or other changes relating to the ownership or management of the business.

3.12 Site Clean Up - Towing/wrecker service operators shall sweep glass from the roadway and remove all debris and hazards from the scene and comply with the requirements of Section 316.2044 (2), Florida Statutes. Each site clean-up will be accomplished by the operator towing that specific vehicle. Responsibility for debris from the towed vehicle lies with the towing/wrecker service operators.

3.13 Required Equipment - All tow vehicles shall be equipped with a business type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each vehicle. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio/telephone shall enable the towing/wrecker service operator to communicate with his area of operations from any point within St. Lucie County. A citizen's band radio does not meet this requirement.

3.13.1 Wreckers shall be inspected yearly by a representative of the police department and shall be issued a decal indicating the wrecker has met all requirements as set forth below. This decal shall be placed on the left side of the windshield.

Specifications on all tow vehicles (all classifications) shall include the following:

- a. A cradle, tow plate, or tow sling to pick up vehicles. The cradle, tow plate, or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage vehicle to be towed.
- b. Dual rear wheels.
- c. Clearance and marker lights and other equipment as required by Chapter 316, Florida Statutes.
- d. A rotor beam or strobe light, amber in color, mounted on the wrecker in such a manner that it may be seen from the front, rear, and both sides.
- e. The name and telephone number of the operator must be painted or permanently affixed in a conspicuous area on both sides of the vehicle as required by Section 713.78 (7), Florida Statutes. A unit number shall be painted on each vehicle. The same unit number on two or more wrecker vehicles is prohibited.

The size of the letting is to be as follows:

- a. The name must be in letters at least three (3) inches in height.
- b. The address and telephone number must be at least one (1) inch in height.
- c. The unit number must be three (3) inches in height.

- d. Magnetic or removable signs will not meet these requirements.

Additional required equipment on each vehicle will include:

- a. One square shovel.
- b. One axe.
- c. One crowbar or pry bar with a minimum length of thirty (30) inches.
- d. Minimum of one (1) five-pound CO (2) or dry chemical fire extinguisher or equivalent. Must be approved type and have current inspection tag attached.
- e. One pair bolt cutter with a minimum opening of ½ inch.
- f. One set of jumper cables.
- g. One four-way lug wrench.
- h. One flashlight.
- i. One snatch block for each winch with manufacturer's rating to match the winch.
- j. Extra towing chain, six to eight feet in length, with hooks.
- k. At least three (3) safety cones or triangle reflectors.
- l. Two (2) bags of oil dry.
- m. One (1) broom.
- n. A reflective safety vest to be worn at all times by the towing/wrecker service operator at the scene.

3.14 Wrecker Requirements – The towing/wrecker service company must have at least one (1) Class A Wrecker.

Class A - Wreckers:

Wreckers involved in the removal of cars and light trucks weighing 10,000 pounds gross vehicle weight or less must have a truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured boom and winch(es) having a combined rating of four (4) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

Winches will include:

- a. A minimum of one hundred (100) feet of 3/8 inch cable.
- b. Dollies.

- c. Flood lights on the hoist.

A roll back or slide back carrier trailer shall meet the following requirements:

- a. Be a commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a sixteen (16) foot bed.
- b. Have a winch with at least an 8,000-pound capacity.
- c. Have a minimum of 50 feet of 3/8-inch cable.
- d. Brake and trailer lights which meet the minimum statutory requirements of Florida law.
- e. Safety chains.
- f. Must be towed by and used in conjunction with an approved wrecker vehicle that meets or exceeds the class of vehicle to be towed.

Class B - Wreckers:

For removal of medium duty trucks or vehicles weighing 20,000 gross vehicle weight or less, wreckers must have:

- a. A truck chassis with a manufacturer rated capacity of a least 20,000 gross vehicle weight. A complete, twin-winch commercially manufactured boom and winches having a manufactured combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved operator.
- b. A minimum of one hundred (100) feet of at least ½ inch cable on each drum.
- c. One set of snatch blocks for wheels or hydraulic rear-extendible scotch blocks.
- d. Flood lights on the hoist.
- e. Vehicle will be equipped with air brakes.

Class C - Wreckers:

A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks must have, a complete twin-winch, commercially manufactured boom and winches having a commercially manufactured combined rating of at least 25-ton capacity mounted on the chassis in addition to:

- a. A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.
- b. Air brakes so constructed as to lock the rear wheels automatically upon failure.
- c. Extended air hookup; and hoses to supply air to disabled vehicles.

- d. One set of snatch blocks for wheels or hydraulic rear-extendible snatch blocks.
- e. Flood lights on the hoist.

3.15 Fee Schedule:

- 3.15.1 Please refer to the St. Lucie County (Sec.46-78. – Fees) mandated and adopted fee structure as attached. This will serve as the allowable maximum amount that can be charged for towing / wrecker services, and will serve as the official cost response for the proposal in addition to any value-added offerings to the City of Port St. Lucie.
- 3.15.2 A fee of \$35.00 may be charged to cover administrative and clerical costs to comply with Florida Statutes, Chapter 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle by the towing/wrecker service operator.
- 3.15.3 If a towing/wrecker service operator responds to a call pursuant to the Statutes and regulations and removal of the vehicle is not required, the towing/wrecker service operator may charge a reasonable fee for services rendered, which shall include, but not be limited to, changing a flat tire, providing gas or use of battery jumper cables, or assisting in starting a vehicle. This fee is not to exceed \$35.00. The fee does not include the cost of parts or labor required for any authorized vehicle repair made at roadside which may be charged by the towing/wrecker service company in addition to the service fee.
- 3.15.4 The towing/wrecker service operator is prohibited from assessing a towing charge if the vehicle in question is not removed (towed). In this case, the operator should notify 911.
- 3.15.5 The motor vehicle owner or operator is responsible for payment of charges imposed by the towing/wrecker service company.
- 3.15.6 The towing/wrecker service company shall at no charge provide towing service for all disabled Police vehicles, including removal from soft sand, mud, swales, etc.

3.16 Records, Books and Payments – The selected Proposer shall maintain all records pertaining to the towing/wrecker services provided.

- 3.16.1 Proposer shall provide examples of towing/wrecker servicing forms, records and fee reports with an explanation of each. Examples are limited to three pages.
- 3.16.2 All records shall be maintained at the selected Proposer's place of business and include the following information:
 - Where the vehicle was:
 - a. Towed from;
 - b. The date towed;
 - c. The driver who towed the vehicle;
 - d. Where the vehicle was towed to;
 - e. A complete description of the vehicle;

- f. The name and address of the registered owner;
- g. The disposition of the vehicle;
- h. The date the vehicle was released or disposed of;
- i. All correspondence sent or received concerning said vehicle

3.16.3 The selected Proposer shall be required to submit a list of all vehicles towed under authority of the City every 30 days, describing each vehicle by Make, Year, Model, VIN, Tag Number and Towing/Storage charges.

3.16.4 The selected Proposer shall provide advance payment of the annual franchise fee in four equal payments to the City. Payments shall be made on a quarterly basis on October 1st, January 1st, April 1st and July 1st of each year throughout the term of the contract; payments shall be considered past due on the 2nd of each month and considered grounds for immediate termination of the contract.

3.16.5 There shall be no refund of the advanced franchise fee if the selected proposer's company is dissolved or the contract is terminated by the City.

3.16.6 The City reserves the right, during normal business hours, to inspect and audit the servicing forms, records and fee reports.

3.17 Grounds for Termination –

1. Conviction of any felony or first-degree misdemeanor directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this rule any offense involving perjury or false statement shall be considered directly related to the business of operating a wrecker.
2. Chasing or running wreckers within the City of Port St. Lucie without proper call from the department or 911.
3. Failure to answer a call or exceeding the thirty (30) minute response time three (3) times within a calendar month.
4. Inability to properly operate the tow truck in the removal of disabled vehicles or to remove a vehicle without causing additional damage.
5. Any charge, demand, or request by a wrecker operator of a rate, which exceeds the maximum rate established by the department.
6. No licensee shall refuse or neglect to provide vehicle recovery, towing or removal services or storage services in connection therewith to any person requesting such service able and willing to pay for such services, on account of that person's race, sex, religion, national origin, age, marital status, or handicap.
7. Responding to a call under the influence of alcohol or any controlled substance.
8. If an owner or operator of the wrecker company is arrested for any felony.
9. If a wrecker company is inspected and fails to meet the requirements of the specification requirements or is found to be in violation of any safety regulations.

4.0 PROPOSAL SUBMISSION

The submission of proposals may be submitted electronically through DemandStar or purch@cityofpsl.com by Proposers responding to this RFP. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. The Proposer can only view/submit his/her E-Bid and will not have access to any other Proposer's submittals. The Proposer's E-Proposal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic bid submittal after the RFP Due Date and Time as the City will open all proposals on said date. Any Proposer who is submitting an E-Proposal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

All proposals shall be submitted by completing and returning the Questionnaire and other required documents. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

- A. Request Proposal Specifications, #20190079 from Onvia, or via internet www.cityofpsl.com
- B. Download the Proposal Reply and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Consultant's Questionnaire / Checklist.
- C. Electronically sign the Proposal Reply where indicated.
- D. Upload in one file and in the following order the Proposal Reply for SRFP- #20190079, proposal response formatted as instructed on **Pages 12-14**, then add documents starting from **Pages 34-45** only: W9, current Certificate of Insurance, license, 5 references, E-verify, Drug Free Workplace form, and SRFP-Proposal checklist, onto Demandstar in one file by the due date and time. Acknowledge all Addenda on the Proposal Reply. Additional documents should be submitted in the order of the question in the bid reply.
- E. The Submit button at the bottom of the page must be selected to send the documents.
*** Only electronic replies are required. No hard copies will be accepted. Please limit entire submittal to no more than 1.5 mb ***

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

CAUTION

It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or purch@cityofpsl.com on or before the RFP Due Date and Time. The City shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

NOTICE OF PROPOSALS BEING PUBLIC RECORDS

Any material that is submitted in response to this RFP, may become a public document pursuant to Chapter 119 of the Florida Statutes. If information submitted in response to a procurement is believed to be confidential, proprietary or trade secret information, the responding entity should identify the information as such in writing and submit it in a separate responsive package. The City of Port St. Lucie will comply with

all public record laws, including those exempting disclosure of trade secret information pursuant to Florida law.

5.0 PROPOSAL SUBMISSION DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the City after the RFP Due Date and Time be accepted or considered. Late proposals will be returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that the proposal reaches the Procurement Management Department on or before the RFP Due Date and Time. The City shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. No exceptions will be made.

5.1 Proposal Due Date

Monday, August 19, 2019 @ 2:00PM (ET)

5.2 Pre-Proposal Conference

The City will hold one Pre-Proposal Conference: **Monday, August 5, 2019 @ 10:00AM (ET)** City of Port St. Lucie, Procurement Management Conference Room, Suite 390, Building A, 121 S.W. Port St. Lucie Blvd. – Port St. Lucie, FL 34984

Attendance at the Pre-Proposal Conference is voluntary and not a pre-requisite to submitting a Proposal; however, it is strongly encouraged that all potential Proposers attend.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

It is the intent of the City to have this project completed within a limited time frame. Therefore, priority will be given to firms who recognize and display the ability to work within the restrictions of the following tentative schedule:

REVIEW AND SELECTION PROCESS

| ACTION | DATE | TIME |
|---|----------------------------|---------------|
| Advertisement with Onvia DemandStar | Monday, July 29, 2019 | |
| Pre-Proposal Conference | Monday, August 5, 2019 | 10:00AM (EST) |
| Questions Due | Tuesday, August 6, 2019 | 5:00PM (EST) |
| Answers Posted on DemandStar | Friday, August 9, 2019 | 5:00PM (EST) |
| Proposals Due | Monday, August 19, 2019 | 2:00 PM (EST) |
| Evaluation Committee Meeting* | Friday, August 23, 2019 | 10:00AM (EST) |
| Interviews and Presentation <i>(If requested by Evaluation Committee)</i> | TBD | 10:00AM (EST) |
| ** Approval to Execute Contract | Monday, September 23, 2019 | 6:30PM (EST) |

* Evaluation Committee will meet in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

**City Council Meetings are held at 7:00 PM in the Council Chambers, at City Hall, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. Please check City's website at cityofpsl.com to confirm time.

6.0 PROPOSAL QUESTIONS

All questions related to the RFP must be directed to Lenora Sevillian, Division Director in the Procurement Management Department. All communication should be in writing to the RFP Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number. Questions may be emailed to lsevillian@cityofpsl.com.

6.1 Questions Due Date

Tuesday, August 6, 2019 @ 5:00PM (EST)

Late questions will not be accepted or answered.

6.2 Answers Posted

Friday, August 9, 2019 @ 5:00PM (EST)

7.0 ADMINISTRATIVE INFORMATION

Incorporation of Proposal into the contract: The contents of this proposal and the selected Proposer's response and any negotiated changes are to be incorporated, in its entirety, into the Contract.

- 7.1 RFP Facilitator: The main point of contact for this RFP shall be:
Lenora Sevillian, MBA, CIPP, CPPP, CPCM, SFC, NCN-A
Division Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390 / FAX 772-871-7337
E-mail: lsevillian@cityofpsl.com

The main point of contact shall hereinafter be referred to as the RFP Facilitator.

7.2 Communications Regarding the RFP:

7.2.1 Communications Paragraph / Restrictive

During the proposal process, firms shall not contact City staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the City offices with City employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Lenora Sevillian, RFP Facilitator, for this procurement.

- 7.2.2 Upon release of this RFP, all proposer communications concerning this procurement must be directed to the RFP Facilitator.

7.2.3 All communication should be in writing to the RFP Facilitator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for

clarification, must reference the RFP number and should be submitted no later than **Tuesday, August 6, 2019 no later than 5:00PM (ET)**

7.2.4 The City shall respond in writing to written communications. Such response shall constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

7.3 Proposal Preparation Costs:

The City of Port St. Lucie shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

7.4 Proposal Withdrawal:

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the City RFP Facilitator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO (if applicable) process will not be considered.

7.5 Proposal Amendment:

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing.

7.6 Ambiguity, Conflict or Errors in RFP:

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer.

If a firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a firm fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The City may also modify the RFP prior to the date and time fixed for submission of proposals by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

7.7 Proposal Acceptance Period:

Each proposal shall be valid for a period of one hundred twenty (120) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred twenty (120) days may be extended upon agreement of the parties.

7.8 Right to Rejection:

- 7.8.1** The City of Port St. Lucie reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely if determined to be in the best interest of the City. Any firm who is currently involved, either directly or indirectly with any litigation against or involving the City, which, as determined by the City Council majority vote, may not be in the best interest of the City may be disqualified and/or not considered for an award
- 7.8.2** Any proposal received which does not meet the requirements of this RFP may be considered non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable federal, state and local laws and regulations. The City of Port St. Lucie may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 7.8.3** The City of Port St. Lucie reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of City. Where the City waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor technicalities, the City may hold any proposer to strict compliance with the RFP.

7.9 Implied Requirements:

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

7.10 Proposal of Additional Services:

If a proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of the City of Port St. Lucie.

8.0 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

- A. Qualification Information. The submitted response to the RFP must contain detailed and concise qualifications of the Firm and personnel. Proposal Firms should respond in enough detail so that the specific guidelines and purpose are clearly represented. The response to the RFP must include information as described below and as addressed in criteria.
- B. Organization. Such materials should be organized in the following format:
1. Cover letter including name, address, phone number, date of submission, name and number of this solicitation. (Not to exceed one (1) page.)
 2. Table of contents.
 3. Executive summary. This section should include the Firm's overall concept of the working relationship that will be required to successfully complete this project and service. The proposer shall provide an executive summary narrative containing information that indicates an understanding of the overall need for and purpose of the services outlined in the RFP.
 4. Quality, experience, capabilities, resources and key differentiators. All assigned staff experience.
 5. Firm's response, approach, and philosophy for approaching the Citywide Towing Services project.
 6. Firm's current contracts for like projects.
 7. Firm's address of its local and national office.
 8. Prior litigation, arbitration, and professional claims, including those involving the City. Any pending agreements to merge or sell your company.

9. References for similar projects within the last two (2) years. Note: The City of Port St. Lucie "may not" be used as a reference if you are currently doing business with the City.
 10. Submittals shall be limited to a total of 20 pages (2 sided pages, excluding cover letter, front and back cover, and attachments). Proposals shall provide in detail all the information the Proposer considers pertinent to its qualifications for this project as requested in this RFP.
- C. Management Plan. This section shall describe the Firm's detailed plans for accomplishing the objectives required to deliver excellent towing and wrecker services for the City. It should include methods for planning, organizing, scheduling, coordinating, and administering the total effort. Explain the overall approach for service delivery. Provide professional information about the service team. Identify a proposed project manager responsible for day-to-day tasks and their experience with projects of a similar nature and scope.
- D. Current Contracts. This section should show obligations that could pose a potential conflict of interest and any current City contracts in effect.
- E. Firm's Location. This section should include a statement that shows the consultant's knowledge of local circumstances; the customer base in the area, along with market knowledge of the City's services, customers and taxpayers.
- F. Firm's Work Plans. This section should include, but is not limited to, all reports to demonstrate achievement of the deliverables as outlined in the scope of services to execute successful towing and wrecker services. Outline the specific approach to a project of this nature, and the overall understanding of what, why and how your service plan will benefit a the City of Port St. Lucie.
- G. Prior Litigation, Arbitration, and Claims, Including with City. This section should list all professional related litigation, arbitration or claims involving your Firm and sub-contractors, inclusive of any litigation, arbitration or claims involving the City of Port St. Lucie, St. Lucie County.
- H. Other Material. Please include any additional material that may assist the City in evaluating the proposals and approach to the project. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple "yes" or "no" answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.
- I. Proposed Schedule. This section shall include a detailed breakdown and timelines for achieving the scope of work, with a delineation of assigned staff for each task associated with the service delivery. The consultant must have sufficient equipment and personnel for back-up and/or emergencies to assure prompt scheduling and completion of services within the schedule.
- J. Fee Schedule. The fees proposed (in U.S. dollars) will be used for proposal evaluation, and all pricing included in the proposal shall be in effect throughout the contract period. Provide a proposal of fees including specific breakdown of costs for each individual element, service and task. Include hourly billing rates for all team members. The City requires that vendors' responses to this RFP shall remain in effect for a period of (120) one-hundred-twenty days, allowing the closing date of the RFP, in order to allow adequate time for evaluation, approval, and award of contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the Company, along with proposed alternatives. The Company may accept or reject such proposed alternatives without further notification or explanation. Note: For Citywide Towing Services the maximum allowable fees are set forth by St. Lucie County and shall not exceed the line item amounts for towing and wrecker services.

- K. **Financial Stability.** Financial strength and competence, responsibility of the firm or entity, ensuring the stability of future operations.

Financial Disclosure:

- Financial Statements: Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited; such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided.
- Provide evidence of insurability and Bonding Capacity

Disclosure of Litigation:

- List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years
- Within the last five years, whether the proposer has defaulted on a contract to provide Employee Medical Clinics and any litigation regarding such contracts; cancellation of, or failure to be renewed, for alleged fault of the part of your company. Provide specific information regarding the aforementioned.
- Any suspension or debarment by any government entity; any prior conviction for bribery theft, forgery,
- embezzlement, falsification or destruction of records, antitrust violations, any prior violation of City or County ethical standards.

9.0 **EVALUATION AND AWARD**

The Evaluation Committee will consider many evaluation factors (of which the financial stability of the firm is only one factor) and will receive proposals from all responsible applicants. All proposals received by the specified deadline will be reviewed and evaluated consistently with the City's Selection Policy. Before the final evaluation and ranking of Proposal Firms is complete, the City may choose to interview Proposal Firms found to be among the most qualified, or short-listed. The firms will be ranked based on final evaluation and a recommendation will be submitted to the City Council for permission to begin negotiations with the Firm that received the highest evaluation score.

Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

The evaluation will be based upon the following elements of the proposals:

| <u>CRITERION</u> | <u>MAXIMUM SCORE</u> |
|--|--------------------------|
| A. Qualifications, experience and organizational profile. This includes the number of years in business, a minimum of five (5) years' experience providing wrecker or towing services for a public or private entity of like size, nature, and complexity in the area of services as outlined. <ul style="list-style-type: none"> • Authorized to do business in the State of Florida. Business tax receipts from the County or City. | 35 |
| B. Demonstrated ability to deliver desired services and required reports related to all classes (A-B-C) of wrecker services for the City. Ability to meet the scope of services and plan of operation for the City. <ul style="list-style-type: none"> • Organization, presentation and content of proposal. • Project understanding and approach. | 30 |

| | |
|---|-------------|
| <ul style="list-style-type: none"> Questions and answers related to panel interviews if selected and required. <i>(This will be at the discretion of the City and the Evaluation Committee if they deem it necessary, to conduct interviews.)</i> | |
| C. Proposed cost of services; shall include all fees associated with the duties and task necessary to develop a comprehensive towing and wrecker services. Note: Cost / fees for these services shall not exceed the cost structure as set forth by the ordinance of St. Lucie County. <ul style="list-style-type: none"> Indicate all payment terms and conditions. (If you accept VISA card payments? Yes or No. Baseline fees should be guaranteed based on the initial contract term of five (5) years. | 15 |
| D. References for similar projects from governmental agencies / public entities performed within the last two (2) years. <i>(Note: The City of Port St. Lucie "may not" be used as a reference).</i> | 15 |
| E. Value-added services (optional – to be contracted at the discretion of the City) Services beyond the scope of work. These shall be line listed with values appropriated. | 5 |
| F. Financial Stability Financial strength and competence, responsibility of the firm or entity, ensuring the stability of operations. <ul style="list-style-type: none"> Financial Disclosure Statement Evidence of Insurability Disclosure of Litigation, any suspension or debarment by any government entity; any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards. | Pass / Fail |
| Maximum Points | 100 |

The Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION COMMITTEE COMPOSITION

The RFP Evaluation Committee will be comprised of five (5) committee seats as recommended by Police Department and Procurement Management as follows:

1. Police Department
2. Police Department
3. Administration
4. Neighborhood Services
5. Utilities

Note: All financial statements and cost will be reviewed by the City's Chief Financial Officer (CFO) or designee for full transparency, continuity and accuracy of financial / cost evaluation of all proposers.

Proposal Evaluation Process:

- 9.1 The evaluation process is designed to award the procurement to the overall highest rated firm.

Step One: Proposals will be evaluated by an Evaluation Committee. For clarification purposes, the City may request additional information from some or all the responding firms. The committee will evaluate all proposals against the criteria as outlined. Scores will be applied as indicated for each section of the criteria. The highest ranked firm(s) will be susceptible for advancing to the second step of the RFP process.

Step Two: Upon direction/approval and consensus of the Evaluation Committee, the highest ranked firm as identified in Step One, upon conclusion, will be briefed to the City Council regarding the

committee's recommendation for the firm most susceptible for award and authorization to execute the contract as negotiated.

Note: The City at its discretion reserves the right to contract with the top-ranking proposer(s) as it meets the needs of the taxpayers and fulfills the requirements as outlined in this Request for Proposal.

- 9.2 The RFP Facilitator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the criteria listed above.
- 9.3 All proposals shall be reviewed by the RFP Facilitator to determine compliance with basic proposal requirements as specified in this RFP.
- 9.4 The City of Port St. Lucie reserves the right, at its sole discretion, to request clarifications or conduct discussions for clarification with any or all Proposer's. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFP Facilitator. Proposers are prohibited from contacting the Evaluation Committee members directly.
- 9.5 Contract Award Process:
 - 9.5.1 The RFP Facilitator shall forward results from the proposal evaluation process and award recommendation to the City Council for their approval.
 - 9.5.2 The City reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
 - 9.5.3 The apparent highest ranked offeror shall be prepared to enter into a contract with the City of Port St. Lucie and other departments as deemed necessary. During the contract negotiation phase, the City will make a good faith effort to negotiate the best contract possible. In the event the City and the apparent highest ranked offeror cannot reach an agreement; the City may formally end negotiations by written notification to the offeror. At the City's discretion, the City can then choose to enter into negotiations with the next apparent highest ranked offeror and attempt to negotiate a contract with that offeror. The process will continue until the City has successfully negotiated a contract or rejected all proposals for award.
 - 9.5.4 Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable City ordinance, Purchasing Policy, State laws and regulations.

10.0 **General Requirements**

10.1 Request for Proposal - All requirements contained in the Request for Proposal are hereby incorporated in the specifications and the subsequent contract.

10.2 Examination of Drawings and Contract Documents - Proposers shall thoroughly examine these specifications and all documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every

detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Proposer(s).

10.3 Proposal Price - Proposers must agree to furnish all item(s) that are awarded to them because of their response to this specification at the price(s) indicated on their respective Consultant's Questionnaire. Proposers shall guarantee that said price(s) shall be firm, not subject to escalation, for the one hundred twenty (120) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Proposer's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

10.4 Best and Final Offer- The City reserves the right to negotiate with all Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible Proposers that submitted proposals. At the date and time established by the City the "best and final offer" will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

10.5 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all required licenses and certifications required to perform this project with the bid reply. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Proposal Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Proposer's organization must be furnished as specified herein.

10.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Proposer to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Proposer is not the most qualified to perform the obligation of the Contract. The City may require a Proposer to furnish additional statements of qualifications.

10.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Proposer receives notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

10.7 Variances to Specifications - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

10.8 Execution of Contract- The Proposer will be required to execute a Standard City Contract within ten (10) calendar days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Proposer shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the RFP. The City will execute the Contract however, it is agreed and

understood that the City will not be bound by the Contract unless and until it has been executed by the City Purchasing Agent and a purchase order or a Visa order form has been issued.

10.8.1 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the Contract as required may be justification for the annulment of the award.

10.9 Subcontracting or Assigning of the Contract – The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of any right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Proposal Reply Sheet.

The successful Proposer(s) shall provide a listing of all subcontractor(s), suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Proposal Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

10.10 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

10.11 Cooperative Purchasing Agreement - This Proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Provider may agree to allow other public agencies the same items at the same terms and conditions as this Proposal, during the period of time that this Proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposer.

10.12 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

10.13 City's Public Relations Image – Selected Contractor(s) personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Contractor(s) involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his / her designee.

10.14 Permits – The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

10.15 Familiarity with Laws - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

10.16 W-9 Taxpayer Identification Form - The selected Proposer shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

10.17 Withdrawal of Bids - A Proposer may withdraw his/her bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

10.18 Intent to Perform - The selected Proposer must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Proposers intent to comply with the specifications.

10.19 Damage to Property – The selected Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the selected Proposer, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by selected Proposer, and at selected Proposers expense. The selected Proposer's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall be also protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

10.20 Implied Warranty of Merchantability – Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

10.20.1 The service must be solely a towing / wrecker service and not be affiliated with any body shop, or Automotive repair type facility.

10.20.2 A towing / wrecker service operator shall respond to a call with a tow truck classified to meet or Exceed the size of the vehicle to be towed.

10.21 Safety Precautions- The selected Contractor(s) shall erect and maintain all necessary safeguards for the protection of the selected Contractor(s) employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and / or property caused, directly or indirectly, in whole or in part, by the selected Contractor(s) employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Contractor(s).

10.22 OSHA Compliance – Contractor(s) must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

10.23 Material Safety Data Sheets – The selected Contractor(s) is required to provide a copy of the Material Safety Data Sheet (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

10.24 Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, selected Contractor(s) shall promptly give to the Contract Project Manager written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Project Manager a written authorization signed by the Contract Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Contractor(s).

10.23 Rates – Sections 125.0103 (1) (c) and 166.043 (1) (c) of the Florida Statutes requires the board of County Commissioners to establish the maximum fees which may be charged for the towing, removal, and storage of vehicles in the event the owner or operator is incapacitated, unavailable, or otherwise leave the procurement of towing / wrecker service to the law enforcement officer at the scene. St. Lucie County Ordinance 07-012 provides for the Rate schedule to be charged throughout the County, has a provision for automatic yearly adjustment, and this adjustment is based on the Consumer Price Index. See attached rate sheet in Exhibit A.

11.0 Additional Information

11.1 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms prior to the start of the meeting.

12.0 RULING ORDER OF DOCUMENTS

This RFP and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the RFP not specifically addressed in an exception statement in the proposal and accepted in the contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the RFP; the RFP shall be the ruling document over the Proposal response for all requirements in the RFP not specifically addressed in an exception statement in the proposal. Statement and requirements in the RFP shall rule over the Proposal document.

In the event of a conflict between provisions of the Contract and the RFP or Response to the RFP, the Contract shall control. In the event of a conflict between the Response to the RFP and the RFP, the Response to the RFP shall control. In the event of a conflict between the Contract and any of its attachments or exhibits thereto, the Contract shall control.

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(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20190108**

This CONTRACT FOR CITYWIDE TOWING SERVICES, executed this _____ day of _____, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of *vendor, address*, Telephone No. () ____ Fax No. () _____, hereinafter called "Consultant" or "Provider", party of the second part.

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, the Consultant is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Consultant and Consultant desires to contract with the City for the Consultant to develop a public art master plan as outlined in the terms and conditions herein Citywide Towing Services; and

WHEREAS, Consultant is qualified, willing and able to provide the Scope of Services and work / public art master plan consulting services on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Scope of Services and develop a public art master plan as specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:
The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Firm/Consultant:

City Contract Administrator:

Lenora Sevillian, MBA, CIPP, CPPP, CPCM, SFC, NCN-A
Division Director
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390 / FAX 772-871-7337
E-mail: lsevillian@cityofpsl.com

City Project Manager:

Ms. Melissa Jungjohan
Office Manager
Police Department

City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL 34984
Telephone 772-344-4278 Fax TBD
Email: mjungjohan@cityofpsl.com

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

3.0 SCOPE OF SERVICES

The City seeks contractor(s) who have extensive experience and qualified to provide citywide towing services for the City of Port St. Lucie Police Department. A demonstrated track record of operational safety and compliance with the State of Florida Wrecker Operator Requirements as outlined in the State Statute § 323.002 is required. Additionally, the owner / operator and all drivers must be able to pass a comprehensive background check, hold a valid Florida Driver's License, and possess the proper equipment as outlined in the proposal. The awarded contractor must be able to pass an inspection of their equipment and facilities, and a review of all County, Local, and/or State operating licenses and required insurance coverage, along with any other criteria the City deems necessary for the determination of suitability to perform the required services.

Contractor(s) must have the necessary organizational structure, experience, capital and equipment to carry out the provisions of the Contract to the satisfaction of the City.

3.1 Office/Storage Facility Requirements - Proposers office shall have a sign that identifies it to the public as a towing/wrecker service establishment. The sign must be painted with letters of at least four (4) inches in height and placed so it is clearly visible to the public.

- 3.1.12 Proposers' office and storage facility must be located within the Port St. Lucie City Limits. The southern portion of St. Lucie County that, for postal purposes, is considered to have a Port St. Lucie address (presently south of Midway Road and having a zip code of 34986,34983,34984,34952, and 34953).
- 3.1.13 Proposers shall provide storage facilities, which shall be maintained at the operator's place of business. These facilities must be fenced and locked for the protection of vehicles, and property fencing shall be chain-link or solid-wall type and at least six (6) feet high, lighting of the storage facilities is required.
- 3.1.14 All vehicles impounded/towed pursuant to these specifications, unless otherwise directed by the vehicle owner or the City shall be towed to/impounded at the office and storage yard required pursuant to 3.3.2 above.
- 3.1.15 The towing/wrecker service operator shall provide storage for all impounded/towed vehicles in the outside storage area unless specific instructions are given by the police department or owner. Outside storage will be either paved or covered with a shale rock substance to prevent large standing pools of water or mud.
- 3.1.16 If required for investigative purposes at the direction of the investigating officer, the operator shall move the vehicle(s) to a designated area for processing prior to storage. In such cases, the operator will not release the vehicles until all authorized charges, as authorized by the department, have been met.
- 3.1.17 The towing/wrecker service company shall not change the type of storage facility (inside or outside) afforded a vehicle without written permission of the department.

- 3.1.18 The towing/wrecker service company shall not change the storage facility location without first notifying the department.
- 3.1.19 The storage facility must be owned or leased solely by the towing/wrecker service company.
- 3.1.20 A minimum of twenty (20) storage spaces, as minimum of two (2) inside storage spaces, and three (3) wide storage spaces must be available.
- 3.1.21 Service bays or repair bays do not qualify as inside storage, nor does any area that is utilized for any activity other than permanent inside storage.
- 3.1.22 Inside storage areas must be able to be secured to prevent tampering with stored vehicles.

3.2 Inspections of Vehicles -

- 3.2.1 The registered owner of a vehicle or the owner representatives including any tow company hired by the owner, or the owner's designated repair facility or owner's insurance adjuster, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, including holidays. The operator will not require the owner, adjuster, or representative to pay any fee in order to inspect or photograph the stored vehicle.
- 3.2.2 Any vehicle which is being held under police ordered impound may be viewed and photographed; however, no item may be removed or tampered with from the vehicle under any circumstances. Vehicles involved in a fatality and sealed by the Traffic Homicide Investigator shall remain intact until the seals are removed by the investigator. If no fatality occurred, then the vehicle and property may be released by the operator upon valid proof of ownership once the hold is released.

3.3 Inventory Property/Release of Property

- 3.3.5 A copy of an inventory prepared by the police department of all personal property found in a wrecked, disabled, or abandoned vehicle shall be provided to the towing/wrecker service operator. The towing/wrecker service operator shall permit removal of such property by the vehicle owner or their agent from the vehicle during normal business hours. A signed receipt for each item removed shall be obtained. Personal property is described as any item not affixed to the vehicle, which was in the vehicle at the time of the tow.
- 3.3.6 In the event the vehicle owner lives out of state, a copy of a notarized letter from the owner authorizing release to an individual shall be required.
- 3.3.7 In the event of vehicles stored where a "No Hold" order has been placed, the operator will directly release any vehicle upon presentation of reasonable proof of identification and ownership to the owner or his agent including any tow company hired by the owner or the owner's designated repair facility. A copy of a lease agreement, registration form, or title will suffice as proof of ownership.
- 3.3.8 Should it become necessary that personal property be removed from a vehicle, or a vehicle is released when the storage facility is closed, or on an official holiday, the operator will be required to do so and may charge a fee not to exceed \$25.00.

3.4 Abandoned/Junk Vehicles

- 3.4.1 The selected Proposer will respond for removal of abandoned or junk vehicles

3.4.2 Abandoned or junk vehicles will remain in the custody of the tow service until legally acceptable for destruction, sale, or transfer, pursuant to Chapter 713, Florida Statutes.

3.5 Hours of Service –The primary storage facility must be open, or an employee on immediate call, 24 hours a day, seven days a week, including holidays.

3.6 Response Time

3.6.1 Unless called by a vehicle owner, the proposers towing service shall only respond to accidents or remove vehicles involved in an accident within the department's jurisdiction, pursuant to a call from the police department or St. Lucie County Emergency 911 Center. In the event of a call to the towing/wrecker service operator from a vehicle owner the service will first clear the call with 911 before proceeding to prevent duplicate calls.

3.6.2 Proposers towing/wrecker service operators must arrive on the scene within thirty (30) minutes of the call from the police department or St. Lucie County Emergency 911 Center.

3.6 Telephone/Communications Contact – The selected Proposers towing/wrecker service operators shall have no more than one (1) day and one (1) nighttime number. The towing/wrecker service company will notify the department of any change in telephone numbers.

3.6.1 Proposer shall maintain a telephone communications system to answer calls from the department or 911 on a 24 hour a day basis.

3.6.2 Pagers for the purpose of contact are not allowed under these specifications.

3.6.3 If an answering service is utilized, the towing/wrecker service operator must contact the department or 911 within five (5) minutes after the call was received by the answering service.

3.7 Specialized Requests – The City reserves the right, in the event of a specialized recovery or requirements not otherwise able to be met by the towing/wrecker service operators, to request specialized recovery equipment from another towing/wrecker service.

3.8 Multiple Requests for Service - In the event of multiple car accidents involving multiple disabled vehicles, the towing/wrecker service operator will be advised of the number of tow trucks required to separately remove each vehicle.

3.9 Prohibited Equipment - It is prohibited for any towing/wrecker service to have installed or utilize a siren of any nature in order to respond to calls.

3.9.1 Blue or red strobe lights on any towing/wrecker service are prohibited in accordance with state statutes. Florida Statutes Section 316.2397 regarding prohibited lights will be complied with at all times.

3.9.2 It is prohibited for any tow vehicle or the business establishment maintained by the operator to have on any vehicle, building, or correspondence any lettering or symbol which would imply an official relationship between the service and the City.

3.10 Operators Permits - All towing/wrecker service operators and drivers must have in their possession a valid Florida Operator's permit as required by the Florida law for the operation of any vehicle to be driven. Drivers are to

be photographed and fingerprinted by the City. Drivers must also carry and display an identification card issued by the police department indicating the driver has met requirements of the department.

3.11 Change of Personnel/Equipment - The towing/wrecker service shall notify the Police Department within five (5) days of any change in the status of drivers, wreckers, unit numbers, insurance coverage, or other changes relating to the ownership or management of the business.

3.12 Site Clean Up - Towing/wrecker service operators shall sweep glass from the roadway and remove all debris and hazards from the scene and comply with the requirements of Section 316.2044 (2), Florida Statutes. Each site clean-up will be accomplished by the operator towing that specific vehicle. Responsibility for debris from the towed vehicle lies with the towing/wrecker service operators.

3.13 Required Equipment - All tow vehicles shall be equipped with a business type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each vehicle. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio/telephone shall enable the towing/wrecker service operator to communicate with his area of operations from any point within St. Lucie County. A citizen's band radio does not meet this requirement.

3.13.1 Wreckers shall be inspected yearly by a representative of the police department and shall be issued a decal indicating the wrecker has met all requirements as set forth below. This decal shall be placed on the left side of the windshield.

Specifications on all tow vehicles (all classifications) shall include the following:

- a. A cradle, tow plate, or tow sling to pick up vehicles. The cradle, tow plate, or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage vehicle to be towed.
- b. Dual rear wheels.
- c. Clearance and marker lights and other equipment as required by Chapter 316, Florida Statutes.
- d. A rotor beam or strobe light, amber in color, mounted on the wrecker in such a manner that it may be seen from the front, rear, and both sides.
- e. The name and telephone number of the operator must be painted or permanently affixed in a conspicuous area on both sides of the vehicle as required by Section 713.78 (7), Florida Statutes. A unit number shall be painted on each vehicle. The same unit number on two or more wrecker vehicles is prohibited.

The size of the lettering is to be as follows:

- a. The name must be in letters at least three (3) inches in height.
- b. The address and telephone number must be at least one (1) inch in height.
- c. The unit number must be three (3) inches in height.
- d. Magnetic or removable signs will not meet these requirements.

Additional required equipment on each vehicle will include:

- a. One square shovel.
- b. One axe.
- c. One crowbar or pry bar with a minimum length of thirty (30) inches.
- d. Minimum of one (1) five-pound CO (2) or dry chemical fire extinguisher or equivalent. Must be approved type and have current inspection tag attached.
- e. One pair bolt cutter with a minimum opening of ½ inch.
- f. One set of jumper cables.
- g. One four-way lug wrench.
- h. One flashlight.
- i. One snatch block for each winch with manufacturer's rating to match the winch.
- j. Extra towing chain, six to eight feet in length, with hooks.
- k. At least three (3) safety cones or triangle reflectors.
- l. Two (2) bags of oil dry.
- m. One (1) broom.
- n. A reflective safety vest to be worn at all times by the towing/wrecker service operator at the scene.

3.14 Wrecker Requirements – The towing/wrecker service company must have at least one (1) Class A Wrecker.

Class A - Wreckers:

Wreckers involved in the removal of cars and light trucks weighing 10,000 pounds gross vehicle weight or less must have a truck chassis with a manufacturer rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured boom and winch(es) having a combined rating of four (4) tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

Winches will include:

- a. A minimum of one hundred (100) feet of 3/8 inch cable.
- b. Dollies.
- c. Flood lights on the hoist.

A roll back or slide back carrier trailer shall meet the following requirements:

- a. Be a commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a sixteen (16) foot bed.
- b. Have a winch with at least an 8,000-pound capacity.
- c. Have a minimum of 50 feet of 3/8-inch cable.
- d. Brake and trailer lights which meet the minimum statutory requirements of Florida law.
- e. Safety chains.
- f. Must be towed by and used in conjunction with an approved wrecker vehicle that meets or exceeds the class of vehicle to be towed.

Class B - Wreckers:

For removal of medium duty trucks or vehicles weighing 20,000 gross vehicle weight or less, wreckers must have:

- a. A truck chassis with a manufacturer rated capacity of at least 20,000 gross vehicle weight. A complete, twin-winch commercially manufactured boom and winches having a manufactured combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved operator.
- b. A minimum of one hundred (100) feet of at least ½ inch cable on each drum.
- c. One set of snatch blocks for wheels or hydraulic rear-extendible scotch blocks.
- d. Flood lights on the hoist.
- e. Vehicle will be equipped with air brakes.

Class C - Wreckers:

A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks must have, a complete twin-winch, commercially manufactured boom and winches having a commercially manufactured combined rating of at least 25-ton capacity mounted on the chassis in addition to:

- a. A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.
- b. Air brakes so constructed as to lock the rear wheels automatically upon failure.
- c. Extended air hookup; and hoses to supply air to disabled vehicles.
- d. One set of snatch blocks for wheels or hydraulic rear-extendible snatch blocks.
- e. Flood lights on the hoist.

3.15 Fee Schedule:

- 3.15.1** Please refer to the St. Lucie County (Sec. 46-78. – Fees) mandated and adopted fee structure as attached. This will serve as the allowable maximum amount that can be charged for towing / wrecker services, and will serve as the official cost response for the proposal in addition to any value-added offerings to the City of Port St. Lucie.
- 3.15.2** A fee of \$35.00 may be charged to cover administrative and clerical costs to comply with Florida Statutes, Chapter 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle by the towing/wrecker service operator.
- 3.15.3** If a towing/wrecker service operator responds to a call pursuant to the Statutes and regulations and removal of the vehicle is not required, the towing/wrecker service operator may charge a reasonable fee for services rendered, which shall include, but not be limited to, changing a flat tire, providing gas or use of battery jumper cables, or assisting in starting a vehicle. This fee is not to exceed \$35.00. The fee does not include the cost of parts or labor required for any authorized vehicle repair made at roadside which may be charged by the towing/wrecker service company in addition to the service fee.
- 3.15.4** The towing/wrecker service operator is prohibited from assessing a towing charge if the vehicle in question is not removed (towed). In this case, the operator should notify 911.
- 3.15.5** The motor vehicle owner or operator is responsible for payment of charges imposed by the towing/wrecker service company.
- 3.15.6** The towing/wrecker service company shall at no charge provide towing service for all disabled Police vehicles, including removal from soft sand, mud, swales, etc.

3.16 Records, Books and Payments – The selected Proposer shall maintain all records pertaining to the towing/wrecker services provided.

- 3.16.1** Proposer shall provide examples of towing/wrecker servicing forms, records and fee reports with an explanation of each. Examples are limited to three pages.
- 3.16.2** All records shall be maintained at the selected Proposer's place of business and include the following information:
- Where the vehicle was:
- a. Towed from;
 - b. The date towed;
 - c. The driver who towed the vehicle;
 - d. Where the vehicle was towed to;
 - e. A complete description of the vehicle;
 - f. The name and address of the registered owner;
 - g. The disposition of the vehicle;
 - h. The date the vehicle was released or disposed of;
 - i. All correspondence sent or received concerning said vehicle

- 3.16.3 The selected Proposer shall be required to submit a list of all vehicles towed under authority of the City every 30 days, describing each vehicle by Make, Year, Model, VIN, Tag Number and Towing/Storage charges.
- 3.16.4 The selected Proposer shall provide advance payment of the annual franchise fee in four equal payments to the City. Payments shall be made on a quarterly basis on October 1st, January 1st, April 1st and July 1st of each year throughout the term of the contract; payments shall be considered past due on the 2nd of each month and considered grounds for immediate termination of the contract.
- 3.16.5 There shall be no refund of the advanced franchise fee if the selected proposer's company is dissolved or the contract is terminated by the City.
- 3.16.6 The City reserves the right, during normal business hours, to inspect and audit the servicing forms, records and fee reports.

3.17 Grounds for Termination –

1. Conviction of any felony or first-degree misdemeanor directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this rule any offense involving perjury or false statement shall be considered directly related to the business of operating a wrecker.
2. Chasing or running wreckers within the City of Port St. Lucie without proper call from the department or 911.
3. Failure to answer a call or exceeding the thirty (30) minute response time three (3) times within a calendar month.
4. Inability to properly operate the tow truck in the removal of disabled vehicles or to remove a vehicle without causing additional damage.
5. Any charge, demand, or request by a wrecker operator of a rate, which exceeds the maximum rate established by the department.
6. No licensee shall refuse or neglect to provide vehicle recovery, towing or removal services or storage services in connection therewith to any person requesting such service able and willing to pay for such services, on account of that person's race, sex, religion, national origin, age, marital status, or handicap.
7. Responding to a call under the influence of alcohol or any controlled substance.
8. If an owner or operator of the wrecker company is arrested for any felony.
9. If a wrecker company is inspected and fails to meet the requirements of the specification requirements or is found to be in violation of any safety regulations.

SECTION IV
TIME OF PERFORMANCE

The initial Contract period shall commence upon approval of Council on _____ and is valid for five (5) year period. The work shall begin with a Notice to Proceed on the date specified by the Project Manager.

SECTION V **RENEWAL OPTION**

The Contract period will be for a five (5) year period with no additional renewal options allowed for this service. The City at its discretion may ask for a provisional extension of ninety (90) days to allow for a wrap-up of any pending deliverables related to the approved contractual services upon mutual agreement with the Consultant.

SECTION VI **COMPENSATION**

Invoices for services shall be submitted once a month, by the 15th of the month, and payments shall be made net forty-five (45) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

SECTION VII **FINANCIAL STABILITY**

Financial Disclosure;

- The Consultant shall provide annual financial statements for the last two (2) calendar years for its organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, shall be provided
- Provide evidence of insurability

Disclosure of Litigation;

- List all performance related legal claims, litigation, demands, contracts terminated due to non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years

SECTION VIII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION IX **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All

documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION X **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION XI **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XII **INSURANCE**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

| | |
|---|-----------------------|
| Each occurrence | \$1,000,000 |
| Personal/advertising injury | \$1,000,000 |
| Products/completed operations aggregate | \$2,000,000 |
| General aggregate | \$2,000,000 |
| Fire damage | \$100,000 any 1 fire |
| Medical expense | \$10,000 any 1 person |

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its

officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20190108 Citywide Towing Services shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Garage Keepers Legal Liability Insurance: The selected Proposer shall agree to maintain Garage Keepers legal liability insurance in an amount not less than \$50,000.00 for each loss covering perils of fire and explosion, theft of a vehicle, its parts or contents, riot and civil commotion, vandalism, malicious mischief and damage to a vehicle in tow. The minimum levels of combined bodily injury liability insurance and property damage liability insurance required by Section 627.7415, Florida Statutes, in addition to any other insurance requirements as required by this Statute shall be:

- Fifty thousand dollars (50,000.00) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
- One hundred thousand dollars (\$100,000.00) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.

- Three hundred thousand dollars (\$300,000.00) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or Sub-Consultant's comply with the same insurance requirements referenced above.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION XIII **ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIV **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XV COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (see <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com
SECTION XV
INSPECTION AND CORRECTION OF DEFECTS**

Deductions - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

SECTION XVI **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667

SECTION XVII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Consultant(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the

public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Implied Warranty of Merchantability – Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

The service must be solely a towing / wrecker service and not be affiliated with any body shop, or Automotive repair type facility.

A towing / wrecker service operator shall respond to a call with a tow truck classified to meet or Exceed the size of the vehicle to be towed.

Safety Precautions- The selected Contractor(s) shall erect and maintain all necessary safeguards for the protection of the selected Contractor(s) employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and / or property caused, directly or indirectly, in whole or in part, by the selected Contractor(s) employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Contractor(s).

Damage to Property – The selected Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the selected Proposer, it shall be immediately restored to a condition equal or better to that existing before such damage or injury was done by selected Proposer, and at selected Proposers expense. The selected Proposer's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852

Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall be also protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

OSHA Compliance – Contractor(s) must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

Material Safety Data Sheets – The selected Contractor(s) is required to provide a copy of the Material Safety Data Sheet (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, selected Contractor(s) shall promptly give to the Contract Project Manager written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Project Manager a written authorization signed by the Contract Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the selected Contractor(s).

Rates – Sections 125.0103 (1) (c) and 166.043 (1) (c) of the Florida Statutes requires the board of County Commissioners to establish the maximum fees which may be charged for the towing, removal, and storage of vehicles in the event the owner or operator is incapacitated, unavailable, or otherwise leave the procurement of towing / wrecker service to the law enforcement officer at the scene. St. Lucie County Ordinance 07-012 provides for the Rate schedule to be charged throughout the County, has a provision for automatic yearly adjustment, and this adjustment is based on the Consumer Price Index. See attached rate sheet in Exhibit A.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

SECTION XVIII **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIXI **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

The City also reserves the right to terminate the remaining services to be performed in the event Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XX **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXI **APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXII **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXIII **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIV **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.

SECTION XXV **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVI **ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVII **CODE OF ETHICS**

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVIII **POLICY OF NON-DISCRIMINATION**

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXIX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONSULTANT

By: _____ By: _____
Purchasing Agent Authorized Representative

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____
Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2019.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §
COUNTY OF §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing Citywide Towing Services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide these services for a project known as #20190108, Citywide Towing Services.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
President

The foregoing instrument was acknowledged before me by _____ who is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this ____the day of _____, 2019.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

CONTRACTOR QUESTIONNAIRE
RFP #20190108

CITYWIDE TOWING SERVICES

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Contractor, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2019.

Name of Organization / Proposer

By: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?

2. Firm's name and main office address, telephone and fax number, e-mail:

3. Firm's previous names (if any).

4. How many years has your organization been in business as a Towing / Wrecker Service Provider? _____

5. Number of years in Florida as a Towing / Wrecker Service Provider? _____

6. Last three (3) projects of this type completed by your firm for Florida municipal governments and/or private entities.
Give agency, type service and contact person, telephone # and e-mail
Agency Service Contact Telephone E-mail

7. List contracts where Towing / Wrecker Services were not a success. List the name or the owner of the C, location, date and reasons of failure.

8. Status of Contracts on hand.

9. Describe your experience with Government clients.
10. What best differentiates your company from your competitors?
11. Provide Five (5) references similar to our City in terms of scope of services, nature, and complexity requested and size. (Please use the attached Reference Check Form- Make 5 copies)

This is a word document. Please add space when necessary.

ADDENDUM ACKNOWLEDGMENT - Consultant acknowledges that the following addenda have been received and are included in his/her proposal:

| Addendum Number | Date Issued |
|-----------------|-------------|
| | |
| | |
| | |

AGREEMENT - Consultant agrees to comply with all requirements stated in the specifications for this RFP.

[The remainder of this page left blank intentionally.]

ST. LUCIE COUNTY FEE SCHEDULE – ORD. NO. 12-016

VEHICLE TOWING SEC. 46-78 – FEES.

In addition to the other requirements of this article, no tow truck company shall, for compensation, recover, tow, or remove a vehicle / vessel or provide storage in connection therewith without the prior express instruction of the vehicle /vessel owner or authorized driver, except in accordance with the following:

(1) *Nonconsensual tow.*

a. Tow truck companies may, for compensation, recover, tow or remove a vehicle/vessel based upon a police-directed tow without the prior express instruction of the vehicle/vessel owner or authorized driver upon the prior express instruction of a law enforcement agency and in accordance with the terms of any contracts or agreements between the tow truck company and a governmental entity and/or law enforcement agency.

b. The maximum fee is established which may be charged on the removal and storage of wrecked or disabled vehicles from an accident scene or for the removal and storage of vehicles, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle as follows:

| Regular Wrecker Service | Class A/D | Class B | Class C | Flatbed "Landoll" | Rotator Boom |
|---|--|----------|----------|-------------------|--------------|
| Day or night service | \$155.00 | \$225.00 | \$350.00 | \$530.00 | \$514.00 |
| Mileage charge | \$4.50 | \$5.50 | \$7.50 | \$8.50 | \$8.50 |
| Time charge per ½ hour.** | \$60.00 | \$60.00 | \$122.00 | \$258.00 | \$400.00 |
| **After 30 minutes on the scene, will be charged in increments of 30 minutes. | | | | | |
| Underwater recovery | \$200.00 flat rate for a certified scuba diver with full gear, not sheriff's office diver. | | | | |
| Airbag recovery | \$720.00 | | | | |
| Administrative fee | \$43.00 — One-time charge per tow. | | | | |
| Additional manpower per ½ hour | \$60.00 | | | | |
| The fee schedule shown in this table is subject to annual revision based upon the provisions in section 46-79 . | | | | | |

*Schedule for Storage
Maximum Rates
2018—2019*

| Class or Activity | Approved Rates |
|---|----------------|
| Inside storage — Any vehicle, boat, or trailer under 20 feet in length | \$45.00 |
| Inside storage — Any vehicle, boat, or trailer over 20 feet in length | \$50.00 |
| Outside storage — Any vehicle, boat, or trailer under 20 feet in length | \$35.00 |
| Outside storage — Any vehicle, boat, or trailer over 20 feet in length | \$80.00 |

| | |
|--|---------|
| After hours gate fee — (Shall only be charged if the firm is closed after normal business hours. This charge will not be charged at the time of the after- hour's call, but will be included in the final invoice to be paid at time the vehicle is retrieved) | \$42.00 |
| Tarps and/or crash wrap — Per vehicle | \$25.00 |

;adv=9;The schedule of storage rates shall be set forth for the storage of vehicles. However, pursuant to F.S. § 713.78(2), no storage fee shall be charged if the vehicle is stored for less than six hours from the time the vehicle arrives at the storage facility. The schedule of storage fee shall be based upon 24-hour increments, calendar days.

(2) *Private property impound.* Tow truck companies may for compensation recover, tow or remove a vehicle/vessel based upon a private property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of a real property owner or his authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the vehicle/vessel, provided that the requirements of this article are satisfied. The tow truck company recovering, towing or removing a vehicle/vessel shall, within 30 minutes of completion of such towing or removal, notify the appropriate law enforcement agency in which jurisdiction the vehicle/vessel was parked of the nature of the service rendered, the name and address of the storage facility where the vehicle/vessel will be stored, the time the vehicle was secured to the towing vehicle, and the make, model, color and vehicle/vessel license plate number (if any). The tow truck company shall obtain the name of the person at the law enforcement agency to whom such information was reported and note that name on the trip record.

a. Except as otherwise provided in this article, every prior express instruction made in writing or in person shall indicate the date and time of the instruction and shall be signed by real property owner/duly authorized agent in the presence of the tow truck company providing the service. The real property owner/the duly authorized agent shall also print his full name.

b. Signing in the presence of the tow truck company/driver shall not be required for a prior express instruction made by the real property owner or authorized agent forwarded by facsimile transmission. All other requirements of this article shall apply and the real property owner or duly authorized agent shall provide in the facsimile instruction the specific location (i.e., address, parking space, etc.), color of the vehicle, make and/or model of the vehicle (if visible) and either the license tag number or the vehicle identification number (if available) prior to the vehicle/vessel being towed. Such facsimile instruction shall include the real property owner's or authorized agent's signature and printed or typed full name and title, as well as an electronic confirmation or electronic stamp of the date and time the instruction was sent to the tow truck company. The tow truck company shall maintain copies of facsimile instructions.

c. If specifically approved in the contract for service, signing in the presence of the tow truck company/driver shall not be required when a vehicle/vessel is parked and blocking public egress/ingress to the business/residential area. In such cases the tow truck company is required to photograph the car and its location prior to removal and said photograph shall conclusively show that the vehicle is clearly in violation of this subsection. The photograph must include a date and time stamp.

d. No tow truck company/driver shall pay or rebate money, or solicit or offer the rebate of money, or other valuable consideration in order to obtain the privilege of rendering towing services.

e. Except as otherwise provided in this article, no such prior express instruction shall be considered to have been given:

1. By the mere posting of signage as required by F.S. ch. 715;
2. By virtue of the terms of any contract or agreement between a tow truck company and a real property owner;
3. When the prior express instruction occurs in advance of the actual unauthorized parking of the vehicle/vessel; or

4. Where the prior express instruction is general in nature and unrelated to specific, individual and identifiable vehicles/vessels which are already parked without authorization.

f. Each tow truck company shall enter into a written contract with every owner of private property that authorizes the tow truck company to tow vehicles/vessels from its property. This written contract shall include the beginning date of said contract, the names and titles of all persons (i.e., owner, property manager, condominium president, etc.) who have the authority to appoint persons (i.e., security guard, night watchman, on-site manager, etc.) who can authorize prior express instruction to the tow truck company to remove, recover or tow any vehicle/vessel from its property. The written contract shall also include the name and current telephone number of the tow truck company performing the towing service. Any addendum to the contract shall include additional names and titles as necessary. The tow truck company must keep on file each contract and addendum (if applicable) with the property owner. Such contract shall be maintained for at least 12 months after termination. The county and law enforcement officers may inspect and request a copy of any and all such contracts from the tow truck company during normal business hours. The tow truck company may not withhold production of the contract upon demand by the division or law enforcement. Failure to enter into or keep on file a contract with the property owner shall be a violation of this article. All contracts which were entered into prior to the effective date of this article, shall accomplish the requirements of this subsection by entering into an addendum to the current contract within one year following the enactment of this article.

g. No vehicle towed as the result of trespass towing shall be towed to and/or stored at a location more than a 15-mile radius from the point of initiation of such trespass tow. No person who provides services (trespass, nonconsensual towing) pursuant to this section shall recover, tow, or remove a vehicle from this county to another county (or vice versus) for the purposes of trespass towing and impounding.

h. Real property owners or authorized representatives shall not request the recovery, tow, or the removal of vehicles/vessels that are reasonably identifiable from markings or equipment as law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles/vessels which are marked as such or to property owned by any governmental entity.

i. Any person who improperly causes a vehicle/vessel to be recovered, towed, removed or stored shall be liable to the vehicle owner or authorized representative for the costs of the services provided, any damages resulting from the recovery, towing, removal or storage and attorney's fees and court costs.

j. The maximum fee which may be charged on trespass towing of the vehicle/vessel is as follows:

| | Class A | Class B | Class C |
|--|--------------------------------|----------|----------|
| Regular Wrecker Service | \$125.00 | \$165.00 | \$300.00 |
| Administrative Fee | \$35.00 | | |
| Gate Fee (per day) | \$35.00 8:00 p.m. to 8:00 a.m. | | |
| Outside Storage | \$25.00 per day | | |
| Inside Storage | \$30.00 per day | | |
| The fee schedule shown in this table is subject to annual revision based upon the provisions in section 44-79. | | | |

k. Persons who provide services pursuant to this section shall transport the vehicle directly to the storage site owned or leased by the towing service and the vehicle shall not be kept in any temporary holding area, unless the towing service is directed to do so by a law enforcement officer authorizing the tow.

(Code 1982, § 1-20-16.3; Ord. No. 07-012, pt. A, 11-6-2007; Ord. No. 11-004, pt. A, 2-1-2011; [Ord. No. 12-016](#), pt. A, 9-4-2012; [Ord. No. 18-010](#), pt. A, 8-7-2018)

CERTIFICATION:

This SRFP-Proposal is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this SRFP-#20190108 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The proposer understands that information contained in this Bid Reply will be relied upon by City in awarding the proposed Contract and such information is warranted by the proposer to be true. The undersigned 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.

I certify that the information and responses provided on this Bid Reply are true, accurate and complete. The City may contact any entity or reference listed in this Bid Reply. Each entity or reference may make any information concerning the Consultant available to the City.

I agree to abide by all conditions of this SRFP-Bid.:

Signature_____
Title

If a corporation renders this SRFP-Proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this SRFP-Proposal shall attach to this form evidence of legal authority.

Witnesses:_____
Print name_____
Print name**If Individual:**_____
Signature_____
Print Name**If Partnership:**_____
Print Name of FirmBy: _____
(General Partner)**If Corporation:**_____
Print Name of CorporationBy: _____
(President)Attest: _____
(Secretary)

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Proposer Instructions: Fill out top portion only.
(Please print or type)

SRFP Number: 20190108
Title: Citywide Towing Services
Proposer/Respondent: _____
Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Proposer has given your name to the City of Port St. Lucie as a reference. Please complete the information below.

Describe the scope of work of the contract awarded by your firm/entity to this Contractor. What type of services were performed?

What is the size of your agency and what services did the vendor provide?

Did the towing / wrecker provider respond to all incidents in a timely manner? And, within the specified contractual guidelines?

What problems were encountered with the contract?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Towing / Wrecker contractor again? Yes ☐ No ☐ Maybe ☐
Comments:

Thank you.

Note: All references must be submitted "complete" with the RFP Proposal by the submittal deadline.

CITY OF PORT ST. LUCIE, FLORIDA
SRFP #20190108
CITYWIDE TOWING SERVICES

STATE OF FLORIDA
E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

DRUG-FREE WORKPLACE FORM
SRFP #20190108
CITYWIDE TOWING SERVICES

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

CONTRACTOR CODE OF ETHICS SRFP #20190108 CITYWIDE TOWING SERVICES

The City of Port St Lucie ("City"), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires each Contractor who seeks to do business with the City to subscribe to this Contractor Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Contractors intending to bid on the same contract or similar City contract for limiting competition. A Contractor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Contractor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Contractor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Contractor contracted by the City.
- ◆ Contractors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractors must require their suppliers (including temporary labor agencies) to do the same. Contractors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
 - Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or Contractor contract, the law, regulatory provision(s) and/or Contractor contract shall prevail.

CITY OF PORT ST. LUCIE, FLORIDA
SRFP #20190108
CITYWIDE TOWING SERVICES

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME PROPOSER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NON-COLLUSION AFFIDAVIT
SRFP #20190108
CITYWIDE TOWING SERVICES

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
 (Name/s)

1. They are _____ of _____ the Proposer that _____ (Title)
 (Name of Company)

has submitted the attached bid/PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;

3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
 COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this _____
 (Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

 Notary (print & sign name)

Commission No. _____

CHECKLIST
SRFP #20190108
CITYWIDE TOWING SERVICES

This checklist is provided to assist Proposers in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposals in its entirety.

_____ Documents uploaded in one (1) .pdf file and in order as instructed in Section 8.0 Instructions for Preparation of Proposals for SRFP- #20190108; Certified Minority Business Certificate (if applicable), Local preference documents (if applicable) W9, current Certificate of Insurance, current License, five (5) reference forms, E-Verify Statement, Drug Free and Check list onto Demandstar by the due date and time. Materials shall be organized in the following order:

1. Cover Letter.
2. Table of contents.
3. Contractor's Questionnaire. Note: Be sure to acknowledge all Addenda on the questionnaire and sign where indicated.
4. Executive Summary.
5. Management Plan.
6. Current Contracts.
7. Prior litigation, arbitration, and claims, including those involving the City.
8. Other Materials related to value-added services.
9. Proposed Schedule.
10. Fee Schedule / Contractor's Cost Proposal.
11. Financial Stability.
12. References. **Note: All reference must be submitted "complete" with the RFP Proposal by the submittal deadline. The City of Port St. Lucie "may not" be used as a reference if you are currently doing business with the City.**

_____ All questions on the Contractor's Questionnaire are complete and thoroughly answered.

_____ Included the Contractor's Cost Proposal.

_____ Proposer has reviewed the "sample" Contract and accepts all City Terms and Conditions contained in the RFP And on the City's website.

_____ After review of uploaded documents on DemandStar by Onvia web site selected the Submit button at bottom of page.