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Company Submitting Proposal

REQUEST FOR PROPOSALS

RFP NO:	**2016-09**
TITLE:	**TOWING SERVICES – EXCLUSIVE SERVICE AGREEMENT**
ADVERTISEMENT:	**November 30, 2016**
SUBMISSION DUE DATE:	**January 17, 2017 TIME: 2:00PM**
SUBMIT TO:	**PROCUREMENT MANAGEMENT DIVISION** **ATT: Meghan Cianelli Bennett** **17011 NORTH EAST 19th AVENUE, ROOM 315** **NORTH MIAMI BEACH, FLORIDA 33162**
1ST REVIEW COMMITTEE MEETING:	**January 2017** **CITY HALL 2ND FLOOR COMMISSION CHAMBERS** **17011 NE 19 Avenue, North Miami Beach, FL 33162**

$5,000 PERFORMANCE DEPOSIT DUE AT PROPOSAL TIME

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CITY OF NORTH MIAMI BEACH
RFP NO. 2016-09
REQUEST FOR PROPOSALS
TOWING SERVICES – EXCLUSIVE SERVICE AGREEMENT

Friday, January 06, 2017

Dear Potential Respondent:

The City of North Miami Beach, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Tuesday, January 17, 2017**, for **RFP No. 2016-09 Towing Services – Exclusive Service Agreement**. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/purchasing or at DemandStar.com.

The City of North Miami Beach, FL is seeking responses from licensed and experienced towing firms to establish a multi-year exclusive agreement for citywide wrecker towing services. The City will receive a total minimum exclusive service fee of $35,000 annually for the right to provide towing services within the City of North Miami Beach. Services include the removal and storage of vehicles and equipment that create a traffic hazard, abandoned, disabled from a traffic crash, or for non-consensual removal of vehicles from public streets and areas within the City. The selected proposer(s) will provide 24 hour priority towing services to the City, 365 days per year. The selection of the successful proposer(s) shall be at the City's sole discretion and shall be made promptly after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to bids@citynmb.com no later than 5:00 PM on Thursday, December 15, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Proposers shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and One (1) flash drive or CD copy**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked "***RFP 2016-09 Towing Services – Exclusive Service Agreement***". The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline**. Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the City Hall 2nd Floor Commission Chambers on the due date/time noted above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Council.

Contract: The written agreement between the City and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose proposal is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, who's governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the

City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the proposer in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2. VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. At the time of contract award (including small purchase orders), Proposers must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com/Purchasing to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.Citynmb.com.

3. CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, Proposer, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

4. PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

5. SUBMISSION OF PROPOSALS

A. Proposals and Addenda thereto shall be enclosed in sealed envelopes addressed to the Chief Procurement Officer, Joel Wasserman, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Proposer, the solicitation number, the date and hour of the proposal opening, and the solicitation title shall be placed on the outside of the envelope.

B. Proposals must be submitted on the forms furnished. E-mailed and facsimile Proposals will not be considered. Proposals shall be dated and time stamped in Room 315 prior to proposal opening. Proposers shall have sole responsibility of insuring delivery of proposals on time and to the proper location.

C. Proposers requesting a copy of the evaluation tabulation shall include a stamped, self-addressed envelope.

D. Proposals should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original

submission.

6. ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

7. REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

8. WITHDRAWAL OF PROPOSAL

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.

B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

9. LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposals and modifications received after the time set for the proposal opening will be rejected as late.

10. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

11. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Chief Procurement Officer by 5:00 PM, December 27, 2016.

12. INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

13. COMPETENCY OF PROPOSERS

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this proposal or otherwise.

14. NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City
Contract Manager
City of North Miami Beach
Attention: Major Kevin Prescott
Phone: (305) 948- Fax: (305) 957-
E-mail: kevin.prescott@nmbpd.org
and,

To the Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946 Fax: (305) 957-3522
Email: bids@Citynmb.com
and,

To the City Attorney
Jose Smith
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939 Fax: (305) 787-6004

To the Proposer

Notices will be sent to the proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

15. EMPLOYEES

All employees of the proposer shall be considered to be at all times the sole employees of the proposer under the proposer's sole direction, and not employees or agents of the City of North Miami Beach. The proposer shall supply competent and physically capable employees and the City is authorized to require the proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

16. AWARD OF PROPOSAL

The Evaluation Committee will make a recommendation based upon evaluation criteria, highest ranking. The City reserves the right to award to more than one proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

17. PROTESTS

A. Right to protest. Any proposer or interested parties (hereinafter collectively referred to as the " proposer ") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.
    1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
    2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Council for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Council.

B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall

be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.

G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the City Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the City.

H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

J. At the time the City Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and City Council, the City Attorney, or designee, shall present a report to inform the Mayor and City Council of any legal issues relative to any protest filed in connection with the RFP in question.

K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

18. AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

19. DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently and his/her proposal(s) rejected for:

A. Poor performance or default, in the City's opinion, on previous contracts with the City.
B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.
C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

20. SUBCONTRACTING

Refer to Section 2, *Special Conditions*.

21. ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

22. FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

23. COLLUSION

The Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

24. PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

25. PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

26. EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

27. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than $1,000,000 per occurrence. In addition to $1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Respondent shall pay all claims and losses

in an amount not less than $1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

28. COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

29. CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

30. QUANTITIES

The City specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the proposal form by the Proposer.

31. CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

33. PUBLIC ENTITY CRIMES

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

34. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals 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.

35. DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

36. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

37. ACCESS TO RECORDS

The City reserves the right to require the proposer to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The proposer shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

38. GREEN PROCUREMENT POLICY

Proposers shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

39. INSURANCE REQUIREMENTS

The proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the proposer shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the proposer as required by Florida Statute 440. Should the proposer be exempt from this Statute, the proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.** Add: Uninsured Motorist Coverage.

D. Garage-Keeper's Direct Legal Liability Insurance with minimum combined single limit coverage of $1,000,000 per occurrence to protect the owners of any and all vehicles or trailers, towed or stored from Proposer, pursuant to this Agreement, from loss, or damage to such vehicle or trailer on account of such removal or storage.

E. Garage Liability Policy with minimum combined single limit coverage of $500,000 per occurrence for bodily injury and property damage.

F. Employee Dishonesty / Theft policy with minimum combined single limit coverage of $500,000 per occurrence.

G. On Hook and Cargo Legal Liability with limits of not less than $100,000 per occurrence.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the proposer of this liability and obligation under this section or under any other section in the Agreement.
Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

40. CITY WEBSITE

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: www.Citynmb.com/Purchasing.

41. DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in

the process. Proposals that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all proposals are analyzed, proposer(s) submitting proposals that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the RFP, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this RFP constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

42. CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

43. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.

The proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The proposer agrees to provide input on policy issues in the form of recommendations.

The proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

44. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the proposer deemed necessary in order to determine the price the proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the proposer.

All Services undertaken by the proposer before City's approval of this Contract shall be at the proposer's risk and expense.

45. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

46. MANNER OF PERFORMANCE

A. The proposer shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the proposer in all aspects of the Services. At the request of the City, the proposer shall promptly remove from the project any proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the proposer.

B. The proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any proposer's personnel as used in this Article shall not require the termination and or demotion of such proposer's personnel.

C. The proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The proposer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

47. INDEPENDENT CONTRACTOR RELATIONSHIP

The proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the proposer's 's sole direction, supervision and control. The proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the proposer s relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The proposer does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

48. AUTHORITY OF THE CITY'S CONTRACT MANAGER

A. The proposer hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

C. The proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the proposer and the Contract Manager are unable to resolve their difference, the proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether proposer s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the proposer to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall

render a decision in writing and deliver a copy of the same to the proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

49. MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

50. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

51. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

52. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

53. SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

54. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation,

including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

55. EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the City where required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

56. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor’s default. The City may also bring any suit or proceeding for specific performance or for an injunction.

57. PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor’s expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

58. PROPRIETARY RIGHTS

A. The proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the proposer hereunder or furnished by the proposer to the City and/or created by the proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the proposer, or any employee, agent, subcontractor or

supplier thereof, without the prior written consent of the City, except as required for the proposer's performance hereunder.

59. VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

61. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention

would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

61. NONDISCRIMINATION

During the performance of this Contract, proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the proposer or any owner, subsidiary or other firm affiliated with or related to the proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the proposer was not in violation at the time it submitted its affidavit.

62. CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the proposer in the Agreement. The Agreement is entered into by the proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the proposer’s knowledge, any subcontractor or supplier to the proposer.

C. Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest which is in conflict with the proposer’s faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, proposer shall promptly bring such information to the attention of the City's Contract

Manager. Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions proposer receives from the Contract Manager in regard to remedying the situation.

63. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the proposer or such parties has been approved or endorsed by the City, except as may be required by law.

64. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the proposer has with the City, the proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law.

65. GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

66. SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

67. VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from proposer, which are assigned by a person designated as authorized to bind the proposer, will be recognized by the City as duly authorized expressions on behalf of proposer r.

68. PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City’s Proposer lists, and prohibition from engaging in any business with the City.

69. NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide

employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

70. E-VERIFY

Proposer acknowledges that the City may be utilizing the proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by proposer during the Agreement term. The proposer is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

71. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

72. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

73. ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

74. SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

1. MINIMUM QUALIFICATIONS

Firms shall meet the qualifications as follows, to include but not be limited to the following:

1. To be eligible to provide towing services for the City, firms must maintain an office and adequate storage facility located in the City of North Miami Beach or within a three (3) mile radius of the City of North Miami Beach (refer to Attachment "A" for boundary map). Location shall be properly identified by signs on the exterior of the structure, i.e. visible from the adjacent access road.
2. Firms must demonstrate that they have successfully completed services similar to those specified herein.
3. Firms must be regularly engaged in the towing business, be fully licensed to perform the work described herein, have prior successful experience in providing similar services during the past three (3) years, have satisfactory financial support, required equipment, staff, and organization sufficient to ensure that they can satisfactorily provide the services if awarded an exclusive service agreement.
4. Successful contractor shall not have any pending criminal or administrative charges against the firm, principal owners, partners, corporate officers, or management employees.
5. Twenty-four hour service for release of towed vehicles shall be available.
6. Ability to provide two (2) operators on duty at all times to avoid delays and be able to respond to scene within thirty (30) minutes.
7. Ability to accept at least two (2) forms of payment from customers AT ALL TIMES, with a back-up method for payment.

2. EXCLUSIVE SERVICE AGREEMENT FEE

The City will receive a minimum exclusive service fee of $35,000 annually for the right to provide towing services within the City of North Miami Beach. The City reserves the right to award to more than one proposer. If a single proposer is selected for award of contract, that proposer will be responsible to pay the City the entire exclusive agreement fee. If the procurement process results in a multiple award of proposers, the awarded proposers will evenly divide the amount of the exclusive agreement fee required. If two firms are selected for award, each firm is responsible for a minimum of $17,500.00 in fees to the City annually and if three firms are selected to provide services, each firm is responsible to pay a minimum of $11,666.66 to the City annually.

Annual fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If fees are delinquent, a late charge of per calendar day shall be applied in addition to interest at the highest rate allowed by current state statute (refer to Section 2.4). If exclusive agreement fees are more than twenty (20) calendar days late, firm is subject to suspension or cancellation at the City's sole option.

3. EXCLUSIVE SERVICE AGREEMENT FEE ADJUSTMENTS

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

4. PERFORMANCE DEPOSIT

All Proposers will execute and deliver to the City a Performance Deposit in the form of a Certified Bank Check made out to the City of North Miami Beach, in the amount $5,000.00. If awarded a contract pursuant to this RFP, the funds will be held by the City in a non-interest bearing account, during the term of the agreement, to insure that the Contractor performs as provided by the contract. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Agreement by the Contractor. If not awarded a contract, the deposit will be returned to the proposer. The Performance Deposit shall not be considered toward the balance of the exclusive agreement fee.

The Performance Deposit will also insure that the Contractor provides prompt response to City's requests to tow vehicles and provide the services herein agreed to. Penalties shall be assessed accordingly in the event that said Contractor fails to respond to a call within the required response times specified below:

Required Response Times		
Service Request	**Required Response Time Within**	**Penalty Amount**
Within City Limits	30 minutes	$100.00
Outside of City Limits	60 minutes	$125.00

The Contractor shall replenish such deposit each time a portion of it is forfeited. The Contractor shall further agree to reimburse the City within thirty (30) days for any fees or expenses incurred because of the Contractor's failure(s). At the end of the period of time covered by this agreement, if the City is holding an amount of the Contractor's Performance Deposit, said amount will be returned to the Contractor within thirty (30) days after expiration of this agreement.

5. INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of five (5) years from execution of the agreement. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager and the City Council of the City of North Miami Beach.

6. CITIZENS TOWING BILL OF RIGHTS

Awarded firms shall have the City of North Miami Beach Citizen's Towing Bill of Rights posted inside of all service vehicles assigned to the City as well as at the pick-up office window, refer to Attachment "C". This informational sheet shall include but not be limited to all tow rates, methods of payments, and complaint contact information and shall be available in English, Spanish and Creole. The final sheet to be posted will be approved in advance by the City Manager. Any change to the approved sheet shall also require the prior written approval of the City Manager or designee.

7. PROHIBITION AGAINST OTHER BUSINESSES

Successful proposers(s) shall not engage directly or indirectly or through a subsidiary or other entity in the automobile paint and body repair business or salvage, junkyard or auto recycling. Further, the proposer shall not undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein. Proposer also agrees that during the term of the agreement, contractor shall have no financial ties to a body shop/auto repair shop and will not accept any compensation for referral work on towed vehicles. The proposer agrees to refrain from soliciting any referrals from any auto body and/or repair facilities.

8. SUBCONTRACTORS AND ACCOUNT MANAGERS

A. Subcontractors shall not be utilized on a regular basis but on occasion and in the event of an emergency wherein the Contractor may be unable to fulfill the response time requirement due to extenuating circumstances. The City of North Miami Beach shall approve any and all subcontractors used to respond to calls for service. The Contractor is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the City. Subcontractor shall follow the scope of services as stated herein and shall not charge City for any tows. Prior to any Subcontractor's response to City calls for service, the Contractor shall obtain written approval of the subcontractors used within the terms of this contract, and shall submit for approval to the Police Department and the Procurement Division Certificates of Insurance. Subcontractors shall maintain the types of limits of insurance as required of the Contractor.

B. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the services covered by these specifications. The Contractor shall furnish in writing to the City the names of the Subcontractors to be utilized **on an emergency basis**. The Contractor shall not

contract with any Subcontractor to whom the City has made reasonable and timely objection. The City reserves the right to request background checks for Subcontractor staff.

C. City shall have the right to approve all subcontractors, Account Manager, and staff assigned to City by Contractor. In the event that an employee of the Contractor is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, the Contractor agrees to remove such person from the project. In the event of such a removal, the Contractor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Contractor has designated as the representative, the Contractor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

D. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

E. The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.

F. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

G. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

H. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

10. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at City Hall Council Chambers at 2:00 PM on Wednesday, December 13, 2016 on the 2nd Floor, 17011 NE 19th Avenue, City of North Miami Beach, FL. Representatives of the City will be present to discuss the solicitation. The City will transmit to all prospective Proposers of record such addenda as deemed necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

11. VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality If the plans and specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Procurement Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

12. CONTRACTOR'S RESPONSIBILITY

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Manager and copy the Chief Procurement Officer for interpretation or decision, and such decision shall be final. Proposer shall advise the City in writing, at least ten (10) days prior to bid opening, of any conditions which may adversely affect the work.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and, the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

13. LICENSES

A copy of the proposers' and Subcontractors' Licenses shall be enclosed with each proposal.

14. CONTRACT KICK-OFF MEETING

Soon after proposer has been notified of award of contract, proposer, and City shall agree upon a date and time for a contract kick-off meeting. The proposer shall have in attendance a principal of the firm or the Contract Manager. Subcontractors may also be requested to attend.

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

- Signed contract
- Certificates of Insurance
- Performance Expectations
- Payment of Exclusive Agreement Fee
- Account Manager(s)
- Citizen's Towing Bill of Rights
- Background check verification of Contractor Staff (To include Subcontractor staff)

15. MATERIALS, INSPECTION, AND RESPONSIBILITY

The City shall have a right to inspect any vehicles/equipment/material to be used in carrying out this contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The proposer shall be responsible for the contract quality and standards of all vehicles/equipment/materials, components or completed work finished under this contract.

17. SUPERVISION

The proposer is to be responsible for their employees and Subcontractors, and for compliance with all laws and ordinances governing the work. Proposer shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the City.

18. PROTECTION OF PROPERTY

The proposer shall take extra precaution to protect all property while conducting services. Any damage done by the proposer shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Manager or designee.

19. PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Contract Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Contract Manager written notice of all conflicts, errors or discrepancies that he has

discovered in the Contract Documents and the written resolution thereof by Contract Manager is acceptable to Contractor.

20. PERSONNEL

The proposer shall provide a list of names, complete with Driver's Licenses of all firm personnel and subcontractors' personnel who will require access to the Police Department, along with a description of vehicles used, including license numbers. Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

All workers must be identified by a company shirt and name badge with the company name, and worn at all times. All vehicles must have the company logo visible on the outside of the vehicle.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

1. SCOPE

The City of North Miami Beach, FL is seeking qualifications from licensed and experienced towing firms to establish a multi-year exclusive agreement for citywide wrecker towing services.

Contract scope includes the removal and storage of vehicles and equipment that are creating a traffic hazard, abandoned, disabled from a traffic crash, or for non-consensual removal of vehicles from public streets and areas within the City. The proposer will provide 24 hour towing services, 365 days per year. The proposer will supply the City with priority services. The proposer will be given first call for all wrecker services requested by the City unless a motorist makes a specific request for another wrecker.

Proposer shall specify in their proposal two (2) subcontractors that may be called upon to perform services in an emergency situation; subcontractor facilities and available equipment are subject to inspection by the City. If services are split between two or more towing firms, a staggered service schedule, at the direction of the City, shall be arranged and adhered to. Refer to Sections 2. *Special Conditions* for information regarding exclusive agreement fee structure and option for award to multiple Contractors.

Please note: Incumbent (current) firms contracted to provide Towing services to the City of North Miami Beach shall submit a proposal package in accordance with this RFP in order to be considered as a part of the evaluation process.

2. REQUESTS FOR SERVICE

All requests for service shall be made through the City of North Miami Beach Police Department, Code Compliance Division, or Public Services Department. The City reserves the right to cancel a request for service at any time, including up to the time of hookup.

All vehicles being towed to Proposer's storage compound shall be taken directly to that area. If after assessing an accident scene, the Police Officer or Aide determines the safety of the public requires immediate removal of the vehicle(s), or if the owner's requested tow service does not respond within a reasonable time, the proposer may be required to remove the vehicle(s) to the side of the road or other safe area. If so, the owner of the vehicle so moved may be charged in accordance with the rate schedule.

3. REQUIRED RESPONSE TIME

The proposer shall respond to the request for services within thirty (30) minutes of the call for service. Proposer shall assess the call for service immediately, if the proposer is unable to meet their obligation within the thirty-minute time limit, the proposer shall immediately call the requesting department back and notify them that they cannot respond in a timely manner. The proposer shall call designated City-approved subcontractor to respond to the City's call. Subsequently, the City representative making the tow request shall be appropriately notified of the call's successful hand-off to subcontractor.
The proposer shall notify the City representative of the successful hand-off to the subcontractor. Refer to Section 2.0.4 "Performance Deposit" for penalty assessment schedule.

4. PAYMENT

The City will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is a City authorized special service. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

The motor vehicle owner and/or operator shall be responsible for payment of charges imposed by the Proposer in accordance with the contract rate structure.

Proposer shall accept payment from the vehicle owner or authorized representative for charges in any of at least two of the following forms AT ALL TIMES:

1. Cash, money order, or valid traveler's check.
2. Valid credit card.

3. Valid personal check showing on its face the name and address of the vehicle owner or authorized representative.

If an above form of payment is unavailable, there should be two (2) back up methods available for customers at all times.

5. ANCILLARY SERVICES

Any ancillary services are to be performed only if required and appropriate. If any such charges are questioned by the City, and such ancillary services were not noted on the Vehicle Storage Receipt, it shall be the proposer's responsibility to prove the validity of such charges.

6. SPECIAL SERVICES

If additional duties, similar to those herein, but not specified, are required by the City, and the firm is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water or recovery of a large piece of City equipment from mud.

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

7. RELEASE

The proposer shall directly release, within thirty (30) minutes of payment, any vehicle that has not been marked "hold" by the City, providing the proper proof of identification and ownership is presented. Any vehicle towed that is marked "hold" cannot be released without written authorization from the Police Department. Vehicles can be held up to five (5) days. If the period to hold the vehicle will exceed more than five days, the Police Department shall provide written authorization to the proposer to continue to hold the vehicle, or the vehicle may be removed to the Police Department holding facility. The vehicle owner shall be responsible for storage fees from the 1st through the 5th day. The City shall be responsible for the storage fees after the 5th day. The proposer shall release any vehicle towed in at the request of the City only to the driver with sufficient identification, or to the person whose name appears on the title or registration certificate as the registered owner of the vehicle, or to the authorized agent of such person. Persons who make application for the release of such a vehicle shall be required to present proof of ownership by presentation of a title or registration, and where applicable, proof of agency or copy of lease agreement.

The storage site must be open for release of vehicles seven (7) days per week, from 8:00 a.m. until 8:00 p.m., and when closed, shall have a sign prominently displayed indicating a telephone number in Miami-Dade County where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to release a vehicle between the hours of 8:00 p.m. and 8:00 a.m., the operator must respond to the site within one (1) hour by having an authorized employee appear at the site to allow release of the vehicle. The phone number posted shall be kept open for the receipt of calls at all times. If that line is busy for five (5) continuous minutes, it shall create a rebuttable presumption that the line has been disconnected in violation of this requirement.
All motor vehicles that have not been claimed must be disposed of according to state and county laws.

8. VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY

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

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

The above provisions regarding the inspection, viewing, and photographing of a towed vehicle and the release of personal property do not apply to vehicles marked “HOLD” by the Police Department.

9. DROP FEES & CITY’S RIGHT TO CANCEL TOWS OR ORDER RELEASE OF VEHICLE

Drop fees occur when a vehicle owner arrives on the scene of a tow and the vehicle has been engaged (hooked) by the tow truck, but the tow truck has not left the scene. Although Florida low allows towing companies to assess a drop fee (of not more than 50% of the posted towing rates). **North Miami Beach's towing companies have agreed to voluntarily waive all drop fees. The same identification that is required to retrieve vehicle from a tow facility is required for drop fees to be waived.**

Contract Manager or designee reserves the right to cancel a tow on the scene before vehicle is attached to wrecker. Contract Manager or designee also reserves the right to order the release of an already impounded vehicle.

10. CITY VEHICLES

City of North Miami Beach vehicles and equipment up to and including 1-ton trucks and other heavy duty Public Works vehicles shall be towed at no charge anywhere within Miami-Dade County, Broward County and Palm Beach County.

The City will not be charged for any scrap or derelict vehicles disposed of by the tow company.

Calls for towing North Miami Beach trucks and buses shall be responded to within thirty minutes. If unable to respond during the specified time, proposer shall call a subcontractor to respond.

11. COMPLAINTS AND DISPUTES

All complaints will be forwarded to the Chief of Police or designee. If the incident requires formal investigation, the proposer will be notified of the complaint by certified mail. The proposer will have seven (7) business days to reply to the complaint in writing. After the investigation is completed, a memo will be forwarded to the Chief of Police regarding the outcome. If the complaint is sustained, a recommendation of disciplinary action against the proposer will be forwarded to the Chief of Police.

The proposer agrees that any complaints received by the City of North Miami Beach concerning misconduct on the part of the proposer, such as excessive charges, poor business practices, damage to vehicles, etc., that cannot be resolved between the proposer and the Police Chief’s designee, will be referred to the Police Chief's office for appropriate action. If the complaint is not resolved to the satisfaction of the Police Chief or the owner of the vehicle, it may be referred to the City Manager's office.

12. CLEANLINESS

The proposer will be responsible for the cleaning of cars and vehicles from the streets and roadways as ordered by the Police officers or aides. It shall be proposer’s responsibility to remove all glass and debris deposited upon the roadway, and leave the area in complete cleanliness.

If the proposer is called by the Police Department to clean up an accident scene where another wrecker service has removed the vehicle, the proposer may bill the owner of the vehicle in accordance with the rate schedule.

13. STORAGE FACILITY (IES)

The proposer’s storage and pick-up locations shall be properly identified by signs on the exterior of the structure, i.e. visible from the adjacent access road.

Inside Storage: Shall accommodate a minimum of four vehicles. Shall have paved floor, i.e. concrete or asphalt, in a condition acceptable to the City of North Miami Beach Police Department, free of dirt, standing water, vegetation, and/or articles inappropriate to or inconsistent with the operation of a towing service. It shall have a working area of 12' x 20' per vehicle, with at least an 8' ceiling. Facility shall have an outside window or ventilation system, and lighting sufficient to permit processing of vehicles. It must be located within the property of the proposer's towing facility or in close proximity (walking distance). Said structure shall provide complete protection from weather and unauthorized entry.

Outside Storage: Shall be of a size to hold a minimum of fifty (50) vehicles, properly spaced to provide access for removal or addition of vehicles. Must have a durable surface, properly drained, and enclosed. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored. It must be screened from all public rights-of-way by a six (6) foot masonry wall, or fence. Any wire at the top of the wall or fence must be in addition to the six (6) foot. No repair work or servicing of vehicles shall be permitted in the storage area. Facility should have video camera required on exterior stored vehicles w/ at least 10 days of recorded time. Recording 24/7, low light cameras, or lighted storage space.

The proposer shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in its possession.

14. OFFICE FACILITY (IES)

Shall include telephone and rest room facilities and work space (i.e. desk, phone). Shall have name and mailing address on front of building. Shall be separate from any other business or enterprise. Office and storage shall be at one location.

15. POSTING OF RATES FOR TOWING AND STORAGE

Proposers shall have contract rates posted in an area that will be plainly visible to the public (offices, waiting area, etc.) The posting shall have a heading that reads "City of North Miami Beach Police Contracted Towing Rates". The rates and heading shall be posted wherever the proposer releases vehicles at the storage compound.

16. NON CONSENT TOW RATES

Non Consent Tow Rates shall be in accordance with Miami-Dade County Maximum rates (Refer to Attachment "B") and will only be adjusted by County revisions to these rates.

17. INSPECTIONS

The proposer agrees that all records, equipment, personnel, office, and storage facilities will be subject to periodic inspections by properly authorized representatives of the City of North Miami Beach.

18. TOW TRUCK DRIVERS

Proposer shall be solely responsible for selecting, training and employing (or otherwise retaining) such personnel as is necessary for proposer to satisfy the requirements of the Contract and to satisfactorily perform the work and services required under the Contract.

- Proposer shall perform driver's license screening on all employees with driving responsibilities and a copy of each employee's driver's license shall be kept on file by Proposer and made available upon request of the City Manager or designee.
- Proposer shall be required to provide all employees with uniforms. Which shall be subject to the prior written approval by the City Manager or designee.
- Proposer shall perform drug test screening on all employees and provide pass/fail results to the City Manager or designee, upon request.

Any and all employees and/or other individuals retained by proposer, shall not, for any purposes, be considered to be employees of the City of North Miami Beach, and proposer shall be solely responsible for their supervision and daily direction and control.

It is the intent of the City and proposer, and proposer acknowledges, that the proposer is legally considered to be an independent contractor and that neither it, nor its officers, directors, employees,

agents, contractors or servants, shall, under any circumstances, be considered officers, directors, employees, contractors, agents or servants of the City, and that the City shall at no time be legally responsible or liable for any negligent acts, errors, omissions, or misconduct on the part of proposer, or any of its officers, directors, employees, contractors, agents or servants. Additionally, toward that end, proposer agrees to *have* no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the proposer and the City of North Miami Beach.

Proposer shall have qualified, trained employees. It will also ensure that all drivers possess a valid commercial driver's license in accordance with the law. Drivers used on City calls shall be neat, clean, courteous, sober and competent in operating skills.

19. EQUIPMENT REQUIREMENTS

Proposers shall provide and maintain and have available at all times a minimum of the following equipment (described in further detail below):

- Four (4) Class A wreckers
- Two (2) slide-back carriers, Class A or B
- One (1) Class B wrecker
- One (1) Class C wrecker (or greater)

All vehicles must be owned or directly leased by the proposer. The proposer shall produce evidence of ownership or valid first party lease of the required number of wreckers and slide back carriers. A rental agreement of Class B or C wreckers does not meet the qualifications of this contract. All equipment shall be maintained in a state of readiness for response as delineated in this contract, and be for the sole use of the Contractor.

All wreckers will be registered and shall have the appropriate licenses to operate as wreckers. All wreckers shall display a current decal issued by the City of North Miami Beach.

All equipment shall be free of unsightly damages and shall always be clean and presentable to the public. Inappropriate decals on tow trucks shall be removed. City reserves the right to determine what is inappropriate. All trucks shall have fenders, doors, hoods, and bumpers intact at all times when in operation. Company names, addresses, and phone numbers shall be visible on both doors of the proposer call for service vehicles.

A) CLASS "A" WRECKER:

1. Commercially manufactured unit with a rated capacity of not less than 10,000 pounds gross vehicle weight (GVW), according to the manufacturer's identification plate. If there have been any modifications to the truck chassis that changes the GVW, documentation from the dealer or manufacturer supporting the changes must be provided.
2. Dual rear wheels
3. Cab to axle dimension of not less than 56 inches
4. Commercially manufactured hydraulic boom with a minimum total winching capacity of 8,000 pounds.
5. 100 feet of 3/8 inch steel core cable per winch
6. Hydraulically operated wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
7. Tow sling or tow bar with a safe lift rating of 3,500 pounds
8. Dolly equipped
9. Slings and protective devices to prevent damage to towed vehicle
10. Motorcycle sling
11. Four-way lug wrench
12. One pair of jumper cables
13. Air Tank
14. Tire plug kit to fix flat tires

B) CLASS "A" SLIDE BACK CAR CARRIER:

1. Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds GVW.
2. Cab to axle dimension of not less than 102 inches.

3. Dual rear wheels
4. Hydraulically operated winch or winches with a minimum total winching capacity of 8,000 pounds.
5. 65 feet of 3/8 inch steel core cable per winch
6. Minimum of 17' hydraulically operated slide back or tilt bed
7. Four-way lug wrench
8. Two tie down chains, each ten feet in length.
9. One pair of jumper cables

C) CLASS "B" WRECKER:

1. Commercially manufactured unit with a rated capacity of not less than 18,000 pounds GVW, according to manufacturer's identification plate. Any modifications to increase GVW must be documented by the dealer or manufacturer.
2. Cab to axle dimension of not less than 84 inches
3. Commercially manufactured boom or booms with a minimum total capacity of 24,000 pounds.
4. 200 feet of ½ inch steel core cable for each winch
5. Hydraulically operated winch or winches with a minimum total winching capacity of 24,000 pounds
6. Hydraulically operated under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds
7. Two snatch blocks, minimum of 8,000-pound capacity each
8. Two scotch blocks
9. Six to eight feet of extra towing chain with hooks, minimum 5,000-pound capacity
10. Slings and protective devices to prevent damage to towed vehicles
11. Four-way lug wrench
12. One pair of jumper cables

D) CLASS "B" SLIDE BACK CAR CARRIER:

1. Commercially manufactured unit with a rated capacity of not less than 20,000 pounds GVW according to the manufacturer's identification plate. Any modification to increase the GVW must be documented by the dealer or manufacturer.
2. Cab to axle dimension of not less than 138 inches
3. Dual rear wheels
4. 21 feet or longer hydraulically operated slide back or tilt bed.
5. Hydraulically operated winch or winches with a minimum winching capacity of 8,000 pounds.
6. 65 feet of 3/8 inch steel core cable
7. Two-tie-down chains, each ten feet in length
8. One snatch block, minimum 8,000 pound capacity
9. Four-way lug wrench
10. One pair of jumper cables

E) CLASS "C" WRECKER:

1. Commercially manufactured unit with a rated capacity of not less than 30,000 pounds GVW according to manufacturer's identification plate. Any modifications to increase the GVW must be documented by the dealer or the manufacturer.
2. Cab to bogey dimension of not less than 144 inches
3. Commercially manufactured boom or booms with a minimum total winching capacity of 50,000 pounds.
4. Hydraulically operated winch or winches with a minimum total winching capacity of 50,000 pounds.
5. 200 feet of 5/8 steel core cable per winch.
6. Hydraulically operated under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
7. Rear support jacks or outriggers
8. Two ½ inch alloy safety chains

9. Tow bar or tow-sling equipped
10. External air hookup and minimum hoses to supply air to disabled vehicles
11. Two snatch blocks, minimum 24,000-pound capacity for each
12. Two scotch blocks
13. Spring brake-air lock
14. Six to eight feet of extra towing chain with hooks, minimum 4,000-pound capacity.

F) CLASS "D" WRECKER

1. Commercially manufactured unit with a rated capacity of not less than 52,000 pounds GVW according to the manufacturer's identification plate. Any modification to increase GVW must be documented by the dealer or manufacturer.
2. Cab to bogey dimension of not less than 180 inches
3. Commercially manufactured booms or booms with a minimum total capacity of 70,000 pounds.
4. Hydraulically operated winch or winches with a minimum total winching capacity of 70,000 pounds.
5. 200 feet of ¾ inch steel core cable per winch
6. Hydraulically operated under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 12,000 pounds.
7. Rear support jacks or outriggers
8. Two ½ inch alloy safety chains
9. Tow bar or tow-sling equipped
10. External air hookup and minimum hoses to supply air to disabled vehicles
11. Two snatch blocks, minimum 24,000-pound capacity for each.
12. Spring bake-air lock
13. Two scotch blocks
14. Six to eight feet of extra towing chain with hoods, minimum 4,000-pound capacity

G) EQUIPMENT REQUIRED ON EACH VEHICLE:

1. Sand or oil absorbent material
2. Heavy duty broom
3. Reflectors
4. Proper safety lights
5. Amber rotational dome light
6. Two flood lights at rear
7. Two-way radio
8. Quick-start jumper cable equipment
9. Safety cones (2 minimum, day-glow orange, 2' high)
10. Shovel
11. Axe
12. Fire extinguisher - 5 lb. dry chemical U.L. approved
13. First aid kit, minimum 16 units.
14. Crow bar or pry bar
15. Bolt cutter
16. Water
17. Tire inflation capabilities
18. Extra towing chain (8' to 10' with hooks)
19. Necessary hand tools
20. 4-way lug wrench
21. Steering wheel lock or belt or rope
22. Two jack stands
23. Flashlight
24. Six 30-minute fuses
25. Any other equipment as deemed necessary by the City.

20. SPECIAL EQUIPMENT

Equipment such as a lowboy, air cushions, or major street clean up equipment does not have to be part of the firm's inventory. However, the firm must demonstrate, to the satisfaction of the City that such equipment is immediately available to firm when the need for this equipment occurs.

Lowboy specifications:
1. Hydraulic roll back, flatbed, tilt, self-loading with 50,000 lbs. minimum capacity. 60,000 lbs. GVW
2. Hydraulic winch capacity of 10,000 lbs. minimum
3. Size: 48 feet long and 102" wide
4. Company must have access to a certified scale capable of weighing vehicles involved in serious or fatal accidents at the request of the investigator.

21. PROPOSER'S EQUIPMENT DURING STATE OF EMERGENCY OR DISASTER

Each proposer that is selected by the City of North Miami Beach and awarded a contract to tow for the City shall be responsible for the following:

- The proposer that is on call or on duty for the session or time frame when an emergency or disaster strikes shall have available at least two (2) Class A wreckers or Class A flatbeds at the disposal of the City of North Miami Beach Police Department.
- Proposer that are not on call or are not on duty when an emergency or disaster strikes will make available one (1) Class A wrecker or Class A flatbed to the City of North Miami Beach Police Department.

The City Manager or designee will declare a state of emergency or state of disaster. The City Manager or designee will then notify each proposer that a state of emergency or state of disaster exists and the required equipment is ordered on standby.

22. RADIO COMMUNICATIONS

The proposer will provide all towing vehicles used pursuant to this agreement with two way radio communication systems. The communication shall be between the proposer's base station and all service trucks utilized in providing City towing service. The two-way radios will not be tuned to any City frequencies.

23. UNDERWATER DIVER

The proposer shall furnish a certified underwater diver if requested by the Police Department for removal of submerged or partially submerged vehicles. The proposer assumes all claims, liabilities, and expenses incurred by such diver. For every diver, duty time shall be computed from the time of arrival at the scene to the time vehicle or property is rigged and hoisted to dry land.

24. CITY DIVER

A City diver shall be used in the event of an emergency situation and the City will be reimbursed by the proposer at the rate of minimum of $75.00 per hour to a maximum of $100.00 per hour. Any monies reimbursed to the City by the proposer may in turn be charged back to the Owner. In the event of an emergency situation where a City diver is not available the proposer shall supply a diver and will charge the owner at $100.00 per hour per diver. In the event of a non-emergency situation, vehicle owner shall be responsible for obtaining the services of a diver and wrecker for removal. Owner shall be given a twenty-four (24) hour period to accomplish removal. If the owner has not accomplished the removal in the time period specified, the proposer shall supply a diver and will charge the owner at $100.00 per hour per diver.

25. CHANGE OF TIRES / ROADSIDE ASSISTANCE

As a part of this exclusive service agreement, proposer agrees to respond to requests from the Police and City Departments to change vehicle tires where necessary and to provide roadside assistance.

26. REPORTS

In addition to the Vehicle Storage Receipt written by the North Miami Beach Police officer or aide, or City Inspector at the scene, the following reports will be prepared and maintained at the place of

business:

1. A daily log of all calls for service by the North Miami Beach Police Department will be kept, and two copies submitted to the Police Department once each week, one copy to the Records Supervisor and one copy to the Administrative Major.
2. A log of all unclaimed vehicles will be submitted to the Police Department once each month, two copies, one copy to the Records Supervisor and one copy to the Administrative Major.
3. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with the State of Florida Statues, EXCEPT THAT NOTIFICATION MUST BE MAILED TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.
4. A release report, along with the administration fees collected, shall be submitted once each month to the Records Supervisor, and a copy submitted to the Administrative Major.
5. Contractor shall copy the Contract Manager on any correspondence with the vehicle owner.

27. ANNUAL PERFORMANCE REVIEW, INSPECTIONS AND AUDITS

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

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

28. CRIME VICTIMS EXEMPTION

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

29. ABANDONED AND DERELICT VEHICLES

The proposer may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes. The proposer agrees to maintain a log at the place of business listing date, time, and method of notification.

30. NON-EXCLUSIVE SERVICES

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of their choice, or requesting that their vehicle be towed to a garage location or compound of his/her choice and not that of the City's proposer (s) for Towing Services, unless the disabled vehicle cannot be removed in forty (40) minutes or less is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

END OF SECTION

SECTION 4.0 PROPOSAL SUBMITTAL - FORMAT

4.1 SUBMISSION OF PROPOSALS

Respondents shall submit One (1) original complete proposal package, Three (3) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked "***RFP No. 2016-09 Towing Services".***

4.2 REQUIRED PROPOSAL CONTENT

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

A. SCOPE OF SERVICES PROPOSED
Clearly describe the scope of services available. Include details of your firm's general approach, proposed solution and a timeline of major events.

B. OVERALL BUSINESS APPROACH / INVESTMENT / PROPOSED FINANCIAL PLAN
This section of the Proposal should provide information as to the overall business approach to the outlined scope of services.

C. FIRM QUALIFICATIONS AND EXPERIENCE
This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

D. EXPERIENCE OF KEY PERSONNEL
This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work.

E. FIRM'S RESOURCES AND EXPERIENCE WITH GOVERNMENTAL ENTITIES
This section should identify the materials, equipment and any other external resources available to the proposing firm that are proposed to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.

F. CLIENT REFERENCES
Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least two (2) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance.
- Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States?
- What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?

- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

G. Forms and Attachments

All Section 6.0 forms shall be completed and notarized (if applicable) and shall be included in response. The firm must complete, sign as required, and submit the Addenda acknowledgements and utilize in their response any pages that may have been replaced as the result of an addendum.

Attachments shall be labeled and identified. If copies of documentation, printed image shall be clear and type shall be legible.

H. Appendices

Include information on certifications, value-added benefits, news articles, client recommendation letters, press releases, brochures and flyers that will assist the City in evaluating your proposal.

I. Performance Deposit

All Proposers will execute and deliver to the City a Performance Deposit in the form of a Certified Bank Check made out to the City of North Miami Beach, in the amount $5,000.00. Refer to Section 2.0 for information.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

1. EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager. A recommendation for award will be submitted to the City Manager for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

	Evaluation Criteria	**Available Points 100**
1.	Firm's Qualifications Experience and with Governmental Entities	20
2.	Resources and Availability (Equipment, as listed in Section 3.20)	15
3.	Firm's Financial Stability	15
4.	Fee Proposal (as proposed Section 6.1)	15
5.	Client References	15
6.	Value Added Benefits	10
7	Vendor Proximity to City	10

The above is provided to assist the proposer in the allocation of their time and efforts during the submission process. The criterion also guides the Evaluation Committee during the shortlisting and final ranking of Respondents by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Respondents.

2. ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Respondent's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

3. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore,

proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee designated by the City Manager or designee, will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

4. CONTRACT AWARD

The City Manager, based upon her/his due diligence and the Evaluation Committee recommendation, will submit a recommendation for award to the City Council for final approval. Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 6.0 REQUIRED FORMS

6.1 EXCLUSIVE SERVICE AGREEMENT FEE PROPOSAL FORM

Name of Company Submitting Proposal: _____

Federal Tax I.D. No.: ___ _____

Name of Authorized Agent (Print): _____ Title: _____

Address: _____

Phone Number: _____Fax Number: _____

Email Address: _____ Website: _____

The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into an Agreement with City to perform and furnish all work as specified or indicated in the proposal and contract documents for the contract price and within the contract time indicated in the proposal and in accordance with the other terms and conditions of the proposal and contract documents.

Proposer accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Proposers.

The Proposer is fully informed concerning the local conditions, and nature and extent of services, and has examined all Contract Documents.

Proposer has given City written notice of all conflicts, errors or discrepancies that it has discovered in the contract and/or proposal documents and the written resolution thereof by the City is acceptable to Proposer.

Proposer proposes to furnish all labor, services, and supervision for the work described as follows:

RFP 2016-09 TOWING SERVICES – EXCLUSIVE SERVICE AGREEMENT

Proposer will pay the City an exclusive agreement fee as indicated in Section 2.0, to be paid in advance.

Stated Annual Fee Amount: _____ (please note the minimum exclusive service fee of $35,000 annually indicated in Section 2.0.) Maximum scoring will be awarded on the highest offer.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is submitted without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the City of North Miami Beach or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

_____
SIGNATURE OF AUTHORIZED AGENT

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(____) _____
TELEPHONE NUMBER

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

SEAL

(if Corporation)

6.2 STATEMENT OF "NO" PROPOSAL

If your company will not be submitting a Proposal in response to Request for Proposals, please complete this Statement of "No" Proposals Sheet and return, prior to the RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone:_____ Facsimile: _____

√	**Reasons for "NO" Proposal:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:
_____

_____

6.3 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

6.4A PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAME ADDRESS

President _____

Vice-President _____

Secretary _____

Treasurer _____

Registered Agent _____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

_____

_____

Post Office Address PROPOSER:

_____
(CORPORATE NAME)

_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: _____

_____ _____

6.4B PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

PROPOSER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

6.5 PROPOSER REFERENCES **Proposing Firm** _____

It is the responsibility of the proposer to provide a minimum of three (3) references (preferably government agencies) **using this form** and providing this information with your submission. Failure to do so may result in the rejection of your submission.

1. Name of Firm, City, County or Agency: _____

Address:_____

City/State/Zip:_____

Contact:_____ Title:_____

Telephone:_____ Fax:_____

Email Address:_____

Scope of Work:_____

_____

Contract Begin Date _____Contract End Date _____

2. Name of Firm, City, County or Agency: _____

Address:_____

City/State/Zip:_____

Contact:_____ Title:_____

Telephone:_____ Fax:_____

Email Address:_____

Scope of Work:_____

_____

Contract Begin Date _____Contract End Date _____

3. Name of Firm, City, County or Agency: _____

Address:_____

City/State/Zip:_____

Contact:_____ Title:_____

Telephone:_____ Fax:_____

Email Address:_____

Scope of Work:_____

_____

Contract Begin Date _____Contract End Date _____

6.6 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____
VENDOR'S SIGNATURE PRINTED NAME

_____
NAME OF COMPANY

6.7 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____	_____
SIGNATURE	PRINTED NAME
_____	_____
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

6.8 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.Citynmb.com ☐
2. www.demandstar.com ☐
3. Daily Business Review ☐
4. The Miami Herald ☐
5. Referral/word-of-mouth ☐ Specify Source: _____
6. Search Engine/Internet search ☐
7. E-mail, newsgroup, online chat ☐ Specify Source: _____
8. Banner or Link on another website ☐
9. Flyer, newsletter, direct mail ☐ Specify Source: _____

Other ☐ Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

6.9 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____ _____ _____

Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[Name of individual signing]
Signature in the space provided above on this _____day of _____, 20_____

_____
NOTARY PUBLIC

6.10 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

   By: _____
   (Print individual's name and title)
   For: _____
   (*Print name of entity submitting sworn statement*)

   Whose business address is: _____?

   And (if applicable) its Federal Employer Identification Number (FEIN) is: _____
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- □ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day _____, 20___

Personally known _____ _____
OR _____ Name of Notary
Produced identification _____ Notary Public – State of _____

6.11 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ Day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

6.12 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large

6.13 PROPOSER QUALIFICATION FORM

1. Today's Date: _____

2. Name of Company Submitting Proposal: _____

3. How many years has your firm been in business under its present business name?: _____

3. Under what other former name(s) has your firm operated?: _____

_____

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

_____

_____

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes

If yes, please explain: _____

_____

_____

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

_____

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

_____

_____

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

_____

_____

_____

9. State the name and title of the individual who will have personal management of the work: _____

_____

_____

_____

10. State the name and address of attorney, if any, for the firm: _____

_____

_____

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

_____

_____

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

_____

_____

13. Bank references

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER

14. List below and identify the address, telephone number and storage capacity (inside and outside) of the Principal and Subcontractor(s) proposed for the contract: _____

_____

_____

_____

_____

_____

_____

15. Firm has attached a comprehensive Vehicle and Equipment List noting type, owned/leased status, condition, year, make and model. Yes No

If firm does not have its own access to the vehicles/equipment required by this contract, the same list will be required of the above-named Subcontractors. This requirement is also attached. Yes No N/A

16. Do you have any interest in an automotive or truck repair, paint and body, salvage, junkyard, or Recycling business?: No If yes, explain details including name, address and relationship to Proposer:

_____

_____

_____

_____

_____

_____

17. Firm has attached a Performance Deposit in the form of a Certified Bank Check made out to the City of North Miami Beach, in the amount $5,000.00. Yes No

18. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending

litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

_____

_____

_____

_____

_____

19. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship

_____
FIRM NAME

_____
SIGNATURE OF AUTHORIZED AGENT

_____
NAME & TITLE, TYPED OR PRINTED

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____ Commission No.: _____

Print Name: _____ Commission Expires: _____

SEAL

(if Corporation)

SECTION 7.0 SAMPLE AGREEMENT

AGREEMENT XX-2016-XX-XX
FOR TOWING SERVICES FOR THE CITY OF NORTH MIAMI BEACH
BETWEEN THE CITY OF NORTH MIAMI BEACH AND XXXXXXXXXX.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **XXXXXXXXXXXXX** having its principal office at XXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as the "CONTRACTOR".

R E C I T A L S

WHEREAS, the CITY has determined that it is in its best interest to purchase, XXXXXXX titled **XXXXXXXXXXXXXXXXXXX**, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "XXXXXXXXXXXXXXXX," which was competitively solicited and negotiated by CITY OF NORTH MIAMI BEACH; and

WHEREAS, the CONTRACTOR has exhibited by its response to **RFP 2016-06** that it is capable of providing the required services and agrees to provide the required services to the City of North Miami Beach, and provide services tailored to the CITY as delineated in proposal attached hereto **Exhibit "B"**; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this agreement shall begin on _____2017and continue for a five

year term. The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional two (2) years.

SECTION 2. NOTICE.

2.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **Procurement Management Division**
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR:

SECTION 3. MODIFICATION.

3.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

4.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

4.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 5. INDEMNIFICATION.

5.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR 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, attorneys' 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 risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTORS's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR 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 attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR 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 CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 6. GOVERNING LAW.

6.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest: _____
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: _____
Ana M. Garcia, City Manager

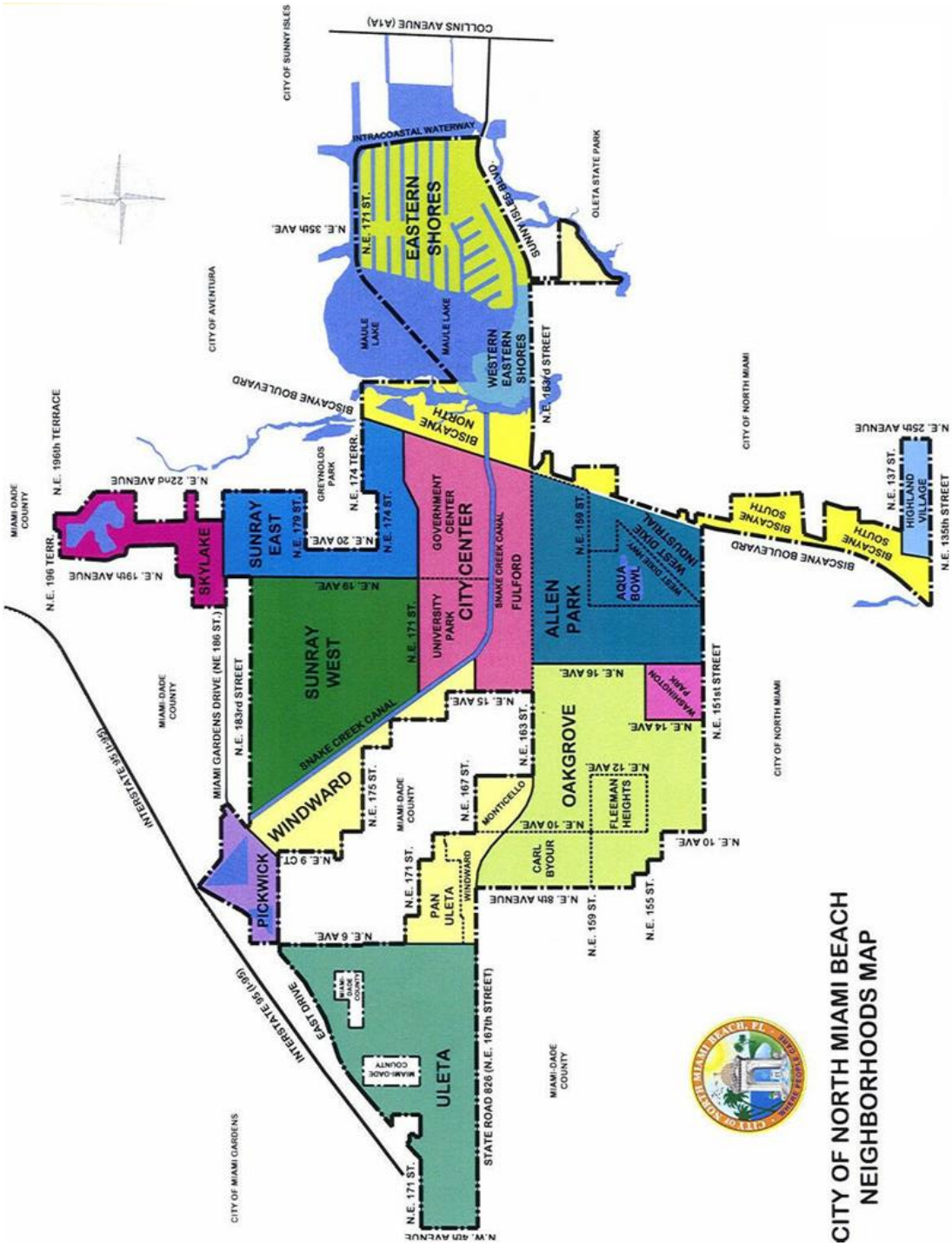
Date: _____

Attest: _____
Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

_____
Jose Smith, City Attorney

ATTACHMENT "A" – NORTH MIAMI BEACH CITY BOUNDARIES MAP



ATTACHMENT "B" – MIAMI-DADE COUNTY MAXIMUM NON-CONSENT TOW RATES

Miami Dade County, Florida
Maximum Non-Consent Towing Rates
Private Property

Private Property Impound Tow Class A..... Flat Rate $101.00 Rate if released on scene..... $50.50 Class B.....Flat Rate $165.00 Class C.....Flat Rate $235.00 Class D.....Flat Rate $300.00 No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, **except** applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours.
Administrative..... $30.00 The fee that is charged for title and lien search, advertising costs, and notification of lien holder and owner of the whereabouts and charges against a vehicle or vessel.
Daily indoor storage – vehicles 20' or less..... $25.00 After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.
Daily indoor storage – vehicles longer than 20'..... $40.00 After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigative or investigating police agency.
Daily indoor storage – small personal vehicles..... $12.00 (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.
Daily outdoor storage-vehicles 20' or less..... $20.00 After first 6 hours (Chargeable in 24-hour increments)
Daily outdoor storage – vehicles longer than 20'..... $35.00 After first 6 hours (Chargeable in 24-hour increments)
Daily outdoor storage – small personal vehicles..... $10.00 (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)

ATTACHMENT "B" – MIAMI-DADE COUNTY MAXIMUM NON-CONSENT TOW RATES

Miami Dade County, Florida
Maximum Non-Consent Towing Rates
Police Directed

Police Directed Tow	
Class A	$116.00
Class B	$190.00
Class C	$270.00
Class D	$345.00
Per mile fee for Police Directed Tow (After first five miles)	
Class A	$3.45
Class B	$4.00
Class C	$5.18
Class D	$6.33
Extra Time at Scene for Police Directed Tow	
Class A	$29.00
Class B	$47.50
Class C	$67.50
Class D	$86.25
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals. Must have the written documentation and approval of the investigating law enforcement agency/officer.	
Administrative	$35.00
The fee that is charged for title and lien search, advertising costs, and notification of lien holder and owner of the whereabouts and charges against a vehicle or vessel.	
Daily indoor storage – vehicles 20' or less	$31.00
After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	
Daily indoor storage – vehicles longer than 20'	$50.00
After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigative or investigating police agency.	
Daily indoor storage – small personal vehicles	$15.00
(i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	
Daily outdoor storage-vehicles 20' or less	$25.00
After first 6 hours (Chargeable in 24-hour increments)	

ATTACHMENT "B" – MIAMI-DADE COUNTY MAXIMUM NON-CONSENT TOW RATES

Daily outdoor storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments)	$44.00
Daily outdoor storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	$12.50
Lowboy Services Tow Rate (hook-up and 1st ½ hour at scene Per Towed Mile after first 5 miles Extra Labor/waiting time at scene (after first ½ hour) per ¼ hour thereafter	 $270.00 $5.18 $67.50
Hazardous material clean-up (Class C & D Only) and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer. **Towing Company prevailing rates**	
Dollies Class A (except Private Property Tows)	$40.00 per job
Underwater Recovery Salvage Divers For First Hour/ per driver For each additional 15 minutes Per ¼ hour or any fraction thereof over the first hour/per diver. Performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	 $143.75 $36.25

ATTACHMENT "C" – TOWING BILL OF RIGHTS

TOWING BILL OF RIGHTS

You've been towed, now what?

A vehicle tow may occur for several reasons. Here are a few things you should know, including what your rights and responsibilities are regarding your vehicles and the possible fine(s).

TYPES OF TOWS

PUBLIC PROPERTY TOWS

A public property tow occurs when a vehicle is illegally parked in a city street, city parking lot or other public right-of-way. A parking citation is also issued stating the violation. The most common reasons for a public property tow are prohibited parking (parking in fire lanes/ hydrants, cross walk, double-parking); restricted parking; or illegally parking in a handicap accessible parking spot, residential parking zone or loading zone. If you wish to appeal the parking citation, the appeal process is printed on the reverse side of the parking citation. A successful appeal of the citation would entitle you to a full refund of the towing costs.

PARKING CITATIONS

If your vehicle was towed (impounded) because of on unpaid parking violation(s). You must first pay for all parking violations before you can pick up your vehicle. You can pay online at www.miamidade.gov, by moil, or in person at Miami-Dade County Parking Violations Bureau located at 22 NW First Street, Miami, Florida. For more information, please call the Bureau at 305.275.1 133. Once all fees have been paid, toke proof of payment to the tow facility at the time you wish to pick up your vehicle.

RETRIEVING YOUR VEHICLE

The vehicle owner or their authorized agent can pick up a vehicle. The vehicle owner must present one (1) form of picture identification that matches the registration of the vehicle. Per Florida Statute, a legally authorized agent must have a notarized letter from the vehicle owner. No vehicle will be released by a towing company without the proper identification or, in the alternative, notarized consent.

VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY

The registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, shall be permitted to view said vehicle at the storage facility. Every vehicle owner or authorized representative shall be permitted to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle owner or authorized representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, tools, etc., and the Towing Company representative shall assist any vehicle owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by the Towing Company.

DROP FEES

Drop fees occur when a vehicle owner arrives on the scene of a tow and the vehicle has been engaged (hooked) by the tow truck, but the tow truck has not left the scene. Although Florida low allows towing companies to assess a drop fee (of not more than 50% of the posted towing rates). **North Miami Beach's towing companies have agreed to voluntarily waive all drop fees. The same identification that is required to retrieve vehicle from a tow facility is required for drop fees to be waived.**

PAYMENT OPTIONS

For your convenience, there are ATM machines at either the towing company or within reasonable walking distance. Towing companies must provide at least two options for payment: cash, money orders, travelers' checks or personal checks. The towing operator may require two forms of identification, one of which shall be photo identification, for payments by check.

CONTACT

The City of North Miami Beach Police Department handles towing on public and private property. For any questions on public or private property tows, please contact the City of North Miami Beach Parking Enforcement Hotline at 305.604.CITY (2489).

For complaints about a tow truck operator's driving, call: COMPANY: #