



## REQUEST FOR PROPOSALS

### “MIAMI SHORES VILLAGE TOWING SERVICES” RFP #2022-09-01

Miami Shores Village (“Village”) is inviting the submission of sealed proposals from qualified and experienced wrecker towing companies to provide village-wide vehicle towing services of vehicles ordered removed because of parking violations, traffic hazards, disabled from a traffic crash, police forfeitures and confiscations, abandoned or derelict vehicles or vehicles that are required to be removed or impounded; from the public rights-of-way or for non-consensual removal of vehicles from public streets and areas within the Village at the request of the Village’s Police Department and/or Code Compliance Department as defined herein.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: <https://msvfl.gov/departments/businesses/bids-purchasing>

The Miami Shores Village website is the preferred sourcing of notices, addenda, proposals and other communications. The Village is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective respondents are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, RFP documents are available at no charge.

Questions regarding this solicitation shall be submitted in writing to [bids@msvfl.gov](mailto:bids@msvfl.gov) no later than 5:00 p.m. October 25, 2022. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village’s website. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit one (1) original and four (4) copies of duplicate copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition to the hard copies, an electronic version of the proposal is to be submitted on a USB storage device (flash or thumb drive).

All proposals must be signed, sealed and delivered in person or by mail to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, no later 2:30 P.M. EDT on Friday, November 4, 2022 at which time they will be publicly opened. All packages shall be in a sealed envelope and clearly marked “RFP #2022-09-01 Miami Shores Village Towing Services”. The Village 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. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed proposals shall be rejected and will not be accepted.

**Bid Security:** Each Proposal must be accompanied by a Bid Bond or Cashier’s Check, in an amount no less than five percent (5%) of the proposed annual base bid amount. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Village and provided by a surety company authorized to do business as a surety in the State.

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for statements of qualifications and to make awards in the best interest of the Village.

**AMERICANS WITH DISABILITIES ACT:** Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the Village Clerk, Ysabely Rodriguez, at (305)762-4870 or email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov), at least seven (7) days before the date that the accommodation is necessary.

**CONE OF SILENCE:** Pursuant to County Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the notice until such time as the Village Manager makes a written recommendation to the Village Council. Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the Village Council and/or Village Manager. Please contact the Village Clerk for any questions regarding Cone of Silence compliance.

Notwithstanding any other provision in this RFP, the Cone of Silence prohibits the following activities:

- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and the Village’s professional staff;
- Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council’s professional staff;
- Any communication regarding this RFP between a potential Contractor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- Any communication regarding this RFP between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this RFP between any member of the Village’s professional staff and any member of the selection committee.

The Cone of Silence terminates at the time the Manager makes his written recommendation to the Village Council. However, if the Village Council refers the Village Manager’s recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Village Manager makes a subsequent written recommendation.

For [more information on](#) the “Cone of Silence,” please contact the Village Clerk's Office at 305-762- 4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov).

*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.*

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 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/Proposals.

**Advertisement for Proposals:** The public notice inviting the submission of bids 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 Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

**Contract:** The written agreement between the Village 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 Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** Miami Shores Village Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village 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.

**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 Village'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 Miami Shores Village.

**Owner:** The term Owner as used in this Contract shall mean the Miami Shores Village.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, 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.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The Village's authorized representative designated to manage the Project.

**Proposal Form:** The form on which proposals are submitted

**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.

**Village:** A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

**Village Manager:** The Manager of Miami Shores Village, Miami Shores, Florida.

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 Village'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 Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Village 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. To get solicitation document, specifications and updates go to: <https://www.msvfl.gov>

## 1.3 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 Invitation to Bid (“ITB”).

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all 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 project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village's professional staff including, but not limited to the Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at [bids@msvfl.gov](mailto:bids@msvfl.gov), Miami Shores Village Purchasing Division, 10050 NE 2<sup>nd</sup> Ave., Miami Shores, FL 33138.

## 1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids 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 solicitation 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 Village or the compensation due the Proposer.
- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

## 1.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

## 1.6 ADDENDA

The Village 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. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

## 1.7 REJECTION OF PROPOSAL

The Village 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.

## 1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (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 Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

## 1.9 LATE PROPOSALS OR MODIFICATIONS

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

## 1.10 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 Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

## 1.11 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 Purchasing Division 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 Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

## 1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Village 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.

## 1.13 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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### To the Village Manager:

Miami Shores Village  
Office of the Village Manager  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 762-4851

and,

**To the Village Attorney:**

Miami Shores Village  
Office of the Village Attorney  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 349-2300

**To the Contractor:**

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Notices will be sent to the Proposer at the e-mail address 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.

**1.14 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 Miami Shores Village. The Proposer shall supply competent and physically capable employees and the Village is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

**1.15 AWARD OF PROPOSAL**

The Village also reserves the right to award the contract to best serve the interest of the Village.

The Village also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

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

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

**1.16 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 Village 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 the specifications, requirements and/or terms set forth in the RFP.

1. Any protest concerning the 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 Village Manager and Village 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.

B. The Village 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 Village 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 Village Manager and the Village

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 Village Manager and the Village Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village 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 Village Manager, the Village 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 Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village 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 Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
- 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 Village 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 Village Manager's written recommendation for award of the RFP is

presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the RFP in question.

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

#### **1.17 AGREEMENT**

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

#### **1.18 DISQUALIFICATION OF PROPOSERS**

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

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

#### **1.19 SUBCONTRACTING**

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Proposer shall furnish in writing to the Village the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

#### **1.20 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 Village and Village's approval.

#### **1.21 DEBARRED OR SUSPENDED PROPOSERS**

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

## **1.22 FRAUD AND MISREPRESENTATION**

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 Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village 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.

## **1.23 COLLUSION**

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

## **1.24 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 Village 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 Village, 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.

A. The Contractor shall be liable and responsible for any and all claims made against the Village 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 Village'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 Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.

B. The Contractor shall be solely responsible for determining and informing the Village 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 Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.

## **1.25 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 Village provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village 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 Village in connection with this 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 Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village 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 Proposal/response non-responsive.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: (305)762-4870, OR BY EMAIL: [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

#### **1.26 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 Village, 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 Village 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.)

#### **1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless Miami Shores Village 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 Village shall be entitled to attorney's fees and costs of defense, which Miami Shores Village, 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 Proposer 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 Miami Shores Village, 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 Miami Shores Village, 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.

#### **1.28 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).

#### **1.29 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.

#### **1.30 QUANTITIES**

The Village 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 Village, without such change affecting the contract price set forth in the Proposal form by the Proposer.

#### **1.31 CLAIMS**

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

#### **1.32 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.

### **1.33 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.

### **1.34 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.

### **1.35 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 with their Proposal.

### **1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposers shall sign and submit the attached form indicating understanding and compliance with the 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 Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

### **1.37 ACCESS TO RECORDS**

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three (3) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE):(305)762-4870, EMAIL [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

### **1.38 BEST INTEREST OF MIAMI SHORES VILLAGE**

Miami Shores Village 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 Village.

### **1.39 INSURANCE REQUIREMENTS**

The Proposer shall maintain and carry in full force during the term the level of coverage for insurance required herein as indicated in Section 3.41 Insurance Requirements. Upon Village's notification, the

Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

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 Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

#### **A. WAIVER OF SUBROGATION**

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

#### **B. DEDUCTIBLE**

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

#### **C. FAILURE TO MAINTAIN COVERAGE**

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until

compliance with the insurance provisions of this agreement are satisfied.

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 Village's Risk Management Division.

**NOTE: VILLAGE OF MIAMI SHORES VILLAGE 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.

#### **1.40 PERFORMANCE AND PAYMENT BOND:**

If a performance bond is required in Special Conditions, the Contractor shall within ten (10) working days after notification of award.

#### **1.41 VILLAGE WEBSITE**

The Village utilizes the following procedures for notification of proposal opportunities: <https://www.msvfl.gov>

Miami Shores Village website is the preferred sourcing of notices, addenda, Proposals and other communications. The Village is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, Proposal documents are available at no charge.

It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

#### **1.42 DISCLAIMER**

Miami Shores Village 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 Miami Shores Village's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the RFP, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

#### **1.43 CONFIDENTIALITY**

As a political subdivision, Miami Shores Village 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 Miami Shores Village'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.

#### **1.44 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 and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village 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 Village's Contract Manager.

The Proposer acknowledges that the Village 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 Village. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.45 PAYMENT FOR SERVICES / AMOUNT OBLIGATED**

The Proposer warrants that it has reviewed the Village'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 Village 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 Village and experienced, and licensed the Proposer.

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

**1.46 PROPOSALS FIRM FOR ACCEPTANCE:**

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

**1.47 MANNER OF PERFORMANCE**

- A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village 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 Village, 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 Village 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 Village, 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 Village. 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 Village, should the Village 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 Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

**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.**

**1.48 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Village. 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 Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

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

**1.49 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Village's Project 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 but not limited to: 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 comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the

Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor 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.

a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project 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 Village 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 Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

b. The Village 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 Contractor'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 Village 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.

c. All such disputes shall be submitted in writing by the Contractor to the Village 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 Village 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.

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

## **1.50 MUTUAL OBLIGATIONS**

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.

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.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village 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.

## **1.51 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.

## 1.52 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 Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## 1.53 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village 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.

## 1.54 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.

## 1.55 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. 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 Village, the receipt and adequacy of which

is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.

- D. The Village, through its Village 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 Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village 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 Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village 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 Village:
  - 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 Village's materials and property.
  - 3. Take no action which will increase the amounts payable by the Village under the Agreement.
- G. In the event that the Village 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.

#### **1.56 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 Village 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 Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the

Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village 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 Village the requested assurances within the prescribed time frame, the Village 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 Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.57 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 Village 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 Village may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.58 PROPRIETARY RIGHTS**

A. The Proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Proposer hereunder or



furnished by the Proposer to the Village and/or created by the Proposer for delivery to the Village, 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 Village, 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 Village'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 Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- 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 Village, except as required for the Proposer's performance hereunder.

#### **1.59 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 Village 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, Dept. 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 Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. 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.

#### **1.60 FORCE MAJEURE**

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Village 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 Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

### **1.61 ANTI-DISCRIMINATION**

The Proposer must comply with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

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 a Contract with the Village, 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 Village to be in violation of the Act, such violation shall render the Contract void. Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under the Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons

### **1.62 CONFLICT OF INTEREST**

The Proposer represents that:

A. No officer, director, employee, agent, or other consultant of the Village 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 Village, 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 Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Village 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 Village'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 Village's Attorney. Proposer shall thereafter cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

### **1.63 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 Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which

refers to the Village, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village 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 Village; 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 Village, except as may be required by law.

### **1.64 BANKRUPTCY**

The Village reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Village, 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.

### **1.65 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.

### **1.66 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 Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village 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 Village as duly authorized expressions on behalf of Proposer.

### **1.68 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes 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 Village's Proposer lists, and prohibition from engaging in any business with the Village.

### **1.69 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 Village 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.

### **1.70 E-VERIFY**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

### **1.71 BUDGETARY CONSTRAINTS**

In the event the Village 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 thirty (30) day notice prior to any such reduction in budget.

### **1.72 SOVEREIGN IMMUNITY**

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

### **1.73 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of

section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of three (3) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2.2 PERFORMANCE OF SERVICES**

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

### **2.3 CONTRACT TERM**

The initial contract term shall commence upon final execution of the contract by the Village and shall expire three (3) years from that date or the day after the current contract expires, whichever is later. The Village reserves the right to extend the contract for two (2) additional one (1) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village.

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

### **2.4 UNAUTHORIZED WORK**

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the Village Commission and a notice to proceed has been issued.

If the Proposer is awarded a contract under this

solicitation, the payment agreed between the Village and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Village.

### **2.5 REQUESTS FOR INFORMATION**

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact bids@msvfl.gov. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

### **2.6 PERSONNEL**

Bidder's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

### **2.7 PROPOSER AS AN INDEPENDENT CONTRACTOR**

It is expressly agreed that the Proposer is an independent contractor and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

### **2.8 PROTECTION OF PROPERTY**

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

### **2.9 PERSONNEL**

Proposer's personnel shall carry photo identification,

commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

## **2.10 REQUIRED LICENSES / CERTIFICATIONS**

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award.

## **2.11 BID SECURITY**

A certified check, cashier's check, bank officer's check or bid bond for five percent (5%) of the bid amount, made payable to the Miami Shores Village, Miami Shores Florida, shall accompany each bid. All Bid Bonds shall be valid for a period of at least 90 days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal opening. The bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Village may annul the notice of award and the entire sum of the bid security shall be forfeited to the Village.

## **2.12 PERFORMANCE AND PAYMENT BOND**

Within ten (10) days of the award of contract, the successful proposer will be required to furnish to Miami Shores Village, a Performance Bond in the amount of \$25,000.00, to be in the form of a Cashier's Check, made payable to Miami Shores Village; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by Miami Shores Village. The Village, to draw on same, would merely have to give written notice to the bank with a copy to the successful proposer. The bond must be in effect the term of the contract.

## **2.13 CERTIFICATIONS**

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

## **END OF SECTION**

## **SECTION 3.0 – SCOPE OF SERVICES**

Miami Shores Village, Florida (“Village”) is actively seeking qualified and experienced wrecker towing services to provide village-wide vehicle towing services. All requests for service shall be made through the Miami Shores Village Police Department, Code Compliance Division, or the Public Works Department. This contract is not an exclusive contract. The City reserves the right to award to a primary and secondary Company or award to two (2) Companies for rotating towing services.

### **3.1 BACKGROUND**

Miami Shores Village is a diverse, vibrant and environmentally conscious community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village IS 3.78 sq. miles and has a resident population of approximately 11,570 and was incorporated in 1932. Miami Shores Village is celebrating its 90th Anniversary throughout the year.

The Village operates under a Village Manager form of government; the Village Manager is appointed by a five-member council. The Village’s fiscal year begins on October 1st and ends on September 30th. The Village provides general government services, building and permitting, parks and recreation, public works, police and solid waste. The current fiscal year budget is approximately \$27.6 million as adopted in accordance with state law.

### **3.2 SCOPE OF SERVICES**

The contractor shall provide towing, road service, and storage for private vehicles when authorized to do so by the Miami Shores Village Police Department or Village representatives. This service shall include vehicles ordered removed because of parking violations, traffic hazards, disabled from a traffic crash, police forfeitures and confiscations, abandoned or derelict vehicles or vehicles that are required to be removed or impounded; from the public rights-of-way or for non-consensual removal of vehicles from public streets and areas within the Village.

The successful contractor will be given first call for all wrecker services requested by the Village unless a motorist makes a specific request for another wrecker.

The Contractor will provide twenty-four (24) hour towing services, 365 days per year. The Contractor shall comply with all laws, rules and regulations of any governmental agency having jurisdiction in the services to be performed or the applicable premises including but not limited to, licensing and minimum safety requirements of wreckers.

Miami Shores Village reserves the right to utilize other contractors for civil tows, vehicles held for forfeiture and vehicles involved in fatalities and to request another wrecker service in an emergency situation.

### **3.2 MINIMUM QUALIFICATIONS**

To be considered responsible and eligible for contract award, the Contractors must demonstrate that it meets the mandatory minimum qualification requirements as set forth in

this section.

- 3.2.1 Contractor must have valid towing licenses for both consent and non-consent towing of vehicles pursuant to Miami Dade County, Code Ordinance, Section 30-462 Towing License Required.
- 3.2.2 Contractor must have a place of business and adequate storage facility and convenient enough to allow citizens to retrieve vehicles with minimum difficulty. (Refer to Attachment "A")
- 3.2.3 Contractor must have prior successful experience in providing similar services during the past three (3) years.
- 3.2.4 Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.
- 3.2.5 Contractors towing license shall remain valid during the term of the contract to include any option to renew period(s). The license provided must be in full force effect at the time of submittal due date. Failure to meet the requirement may result in your submittal being rejected.

### **3.3 BENEFITS FROM REPAIRS**

Upon award of contract, the Contractor shall not engage directly, or indirectly, without prior disclosure and written Village approval, in the automotive or truck repair, paint and body, salvage, junkyard, or recycling business. If the Contractor has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, the Contractor shall so state in their proposal, and list the specifics. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, the Contractor shall immediately notify the Village in writing. Failure to do so could result in contract termination.

### **3.4 REQUESTS FOR SERVICE**

- 3.4.1 The Contractor will provide on a twenty-four (24) hour basis, dispatch attendants and sufficient equipment for immediate response to calls for service from Miami Shores Village.
- 3.4.2 All vehicles being towed to the Contractor's storage compound shall be taken directly to that area. If after assessing a scene, the Police Officer or Police 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 contractor 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.
- 3.4.3 Nothing prevents the owner or operator of a motor vehicle from calling a wrecker or tow truck of their choice, or requesting that the vehicle be towed to a garage location,



or compound of their choice and not that of the Contractor, unless the disabled vehicle is creating a tie up of traffic or hazardous situation, in the opinion of the Miami Shores Police Department personnel at the scene.

### **3.5 REQUIRED RESPONSE TIME**

- 3.5.1 The contractor shall respond to the request for services within thirty (30) minutes of the call for service.
- 3.5.2 The contractor shall assess the call for service immediately. If the Contractor is unable to meet their obligation within the thirty (30) minute time limit, the Contractor shall immediately call the requesting department back and notify them that they cannot respond in a timely manner. Miami Shores Village reserves the right to contact another contractor for service.
- 3.5.3 In the case of abandoned or derelict vehicles where a Police Officer is not waiting or is not on his/her way to the scene, and the Contractor is so notified, response time shall be within twenty-four (24) hours of notice.

### **3.6 SERVICE CALL CANCELLATION AND DROP FEES**

- 3.6.1 The Village reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up. The Contractor shall agree that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.
- 3.6.2 **When requested by Miami Shores Village, the awarded contractor must agree 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.**

### **3.7 SITE CLEAN-UP**

- 3.7.1 The Contractor when towing vehicle(s) from the scene of a crash, will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the crash. The cost of such normal cleanup shall be included in the basic towing rate and no separate charge made to the Village or vehicle owner.
- 3.7.2 In the event the incident creates a major oil or fuel spill, or other unusual circumstance that requires additional Contractor staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner as complications in accordance with applicable law and this contract. However, the owner of the vehicle may be charged according to rate schedules included in this agreement for clean-up of hazardous wastes, chemicals, construction debris and spilled loads.
- 3.7.3 The Contractor will remove from the site, any hazardous debris, spilled petroleum products, or volatile items, unless conditions warrant that Miami Dade County Fire

Department render assistance, as determined by hazardous materials response team. (Usually 10-15 Gallons of material.) All items shall be removed and disposed of in compliance with all applicable Federal, State and Local laws, rules, guidelines and regulations and amendments thereof.

### **3.8 TOW SLIP RECEIPT**

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

- A. The Vehicle Storage Receipt shall contain the following information:
  - a) Make of vehicle and type.
  - b) License number and VIN number.
  - c) A list of all personal property contained in the vehicle to be towed.
  - d) General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
  - e) Any extra waiting time or complications charges authorized by officer at the scene.
- B. No vehicle shall be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

### **3.9 ETHICS AND CONDUCT**

The successful contractor must conduct operations in a courteous, orderly, ethical and businesslike manner. As the services require the Contractor, and Contractor's personnel, to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

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

### **3.10 PERFORMANCE BOND**

- 3.10.1 The successful proposer will be required to furnish to Miami Shores Village, a Performance Bond in the amount of \$25,000.00, to be in the form of a Cashier's Check, made payable to Miami Shores Village; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by Miami Shores Village. The Village, to draw on same, would merely have to give written notice to the bank with a copy to the successful proposer. The bond must be in effect the term of the contract.
- 3.10.2 The performance bond 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 Village in the event of a material breach of the Agreement by the Contractor.
- 3.10.3 Upon successful completion of the contract the performance bond shall be returned to the contractor.

### **3.11 CHARGES BY THE VILLAGE FOR DELAYS IN RESPONSE TIME**

- 3.11.1 The Contractor assumes all liability in meeting the required response time. In the event of an over time limit response by the Contractor, the requesting Village Department will document the over the time limit response.
- 3.11.2 The Contractor shall be required to respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by the Miami Shores Village Police Department of any authorized representative of Miami Shores Village. If said response time exceeds thirty (30) minutes, said delay shall incur a \$50.00 penalty charged to the Contractor.
- 3.11.3 In the event that the call for a wrecker is for a non-emergency towing service of a Village vehicle, then the response time shall be no more than one (1) hour with appropriate towing equipment to handle the call. If said response time exceeds one(1) hour for a non-emergency tow of a Village vehicle, said delay shall incur a \$50.00 penalty charged to the Contractor. Under no circumstance should a Village vehicle be left overnight on the side of the road for pick-up.
- 3.11.4 Each failure to respond within the time frame prescribed in this contract shall subject the Contractor to a penalty of \$50.00 for the first three failures to respond within the time frame prescribed in this contract within any twelve-month period. A fourth failure to respond within the time frame prescribed in this contract within a twelve-month period shall subject the Contractor to a penalty of \$100.00. A fifth failure to respond within the time frame prescribed in this contract within a twelve-month period shall subject the Contractor to a penalty of \$250.00. Any subsequent failure to respond within the time frame prescribed in this contract within a twelve-month period shall subject the Contractor to a penalty of \$500.00 and shall be grounds for

termination for cause of this contract. In determining whether to levy the above penalties, the Village shall take into consideration any mitigating circumstances which may have caused the untimely response.

3.11.5 The Contractor agrees to reimburse the Village within thirty (30) days of receipt of an invoice from the Village, for any penalties, fees or expenses incurred because of the Contractor's failure to respond to a call within the response time period or because of the Contractor's inability to respond with sufficient equipment to complete a towing assignment. Failure to pay will result in charges being levied against the contractors or against the Contractor's performance bond.

### **3.12 MIAMI SHORES VILLAGE VEHICLE TOWS AND ROADSIDE SERVICES**

The Contractor shall provide, twenty-four hours (24) a day, at no additional costs to the Village, all necessary towing and roadside service required by the Village in the operation and maintenance of its owned and leased vehicles. This includes towing of Village vehicles of any type to dealerships or authorized service vendors for repair, towing of Village garbage trucks from disposal facilities to the Village garage or repair facility or other specified service locations.

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

### **3.13 SPECIAL SERVICES**

- A. Services related but not specified in the Scope of Services may be required by the Village. If the Contractor is able to provide these special services, they may be requested under this contract by authorized Village staff. Examples of such special services included but are not limited to removal of an aircraft from water, or recovery of a large piece of Miami Shores Village equipment from mud.
- B. In such instances, the Village will depend upon the Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the Village prior to engaging in work and all costs shall be subject to negotiation. In any such instances, the Village reserves the right, time and circumstances permitting, to seek the special services.
- C. The contractor shall designate a wrecker for Miami Shores Police Department special operations such as DUI sobriety checkpoints and reverse sting operations, within the limits of Miami Shores Village, when so requested and at no cost to the Village.

### **3.14 CONTRACTOR PERSONNEL**

3.14.1 The Contractor shall have qualified trained employees. No less than two (2) operators shall be on duty at all times to avoid delays. The Contractor shall agree to have in its

personnel file, a D.M.V. report on each driver that it updates annually.

- 3.14.2 All drivers used on Village calls shall be uniformed, clean, courteous, sober and competent in operating skills. Contractor agrees to be responsible for such drivers. All Contractors' employees, dealing with the public under this contract, shall be identified by name through the use of a name tag or embroidered name on his or her uniform.
- 3.14.3 Any and all employees and/or other individuals retained by the Contractor, shall not, for any purposes, be considered to be employees of Miami Shores Village, and the Contractor shall be solely responsible for the supervision and daily direction and control. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.
- 3.14.4 The Contractor shall be solely responsible for selecting, training and employing (or otherwise retaining) such personnel as is necessary for Contractor to satisfy the requirements of the Contract and to satisfactorily perform the work and services required under the Contract.
- 3.14.5 The Contractor 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 the Contractor and made available upon request of the Village Manager or designee.
- 3.14.6 It is the intent of the Village and Contractor, and Contractor acknowledges, that the Contractor 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 Village, and that the Village shall at no time be legally responsible or liable for any negligent acts, errors, omissions, or misconduct on the part of Contractor, or any of its officers, directors, employees, contractors, agents or servants. Additionally, toward that end, Contractor agrees to *have* no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and Miami Shores Village.
- 3.14.7 The Contractor agrees to maintain and upon request provide the following information to the Miami Shores Police Department on all officers, employees, agents, and servants, and be responsible for keeping the information accurate and current: Name, Address, Date of Birth, Drivers' License Number, Social Security Number, and Photograph.

A. Tow Truck Drivers

The Contractor will ensure that each driver operates each wrecker in a safe and proper manner in accordance with operating manuals and all applicable Federal, State and Local laws, rules, guidelines and regulations. Upon receipt of a complaint from Miami Shores Police on driver's unsafe or improper operation, documented corrective actions will be required from the

Contractor.

Each wrecker shall be manned by a driver who must meet the following qualifications:

- a) Possesses a valid State of Florida required commercial driver's license.
- b) Have a detailed knowledge of the layout of Miami Shores Village streets.
- c) Shall have the physical qualifications necessary to perform the normal tasks required of a tow truck driver.

B. Underwater Diver

The Contractor shall furnish a certified underwater diver if requested by the Village Police for removal of submerged or partially submerged vehicles. The Contractor 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.

**3.15 SUBCONTRACTORS**

3.15.1 If a Contractor subcontracts any portion of the towing requirements, the name, address and contact information for all subcontractors shall be fully completed and submitted with the proposal. All requirements for the Contractor shall apply for any subcontractor (insurance, licenses, equipment, permits, location, etc.). Subcontracting of equipment shall be identified on the equipment list. No more than three (3) vehicles may be subcontracted. Contractor may only subcontract one (1) vehicle per each category. Categories are listed on Section 3.18 herein. Any miscellaneous equipment subcontracted shall be identified on the equipment list.

3.15.2 Any use of subcontractors will be at the Village's sole option, and use of subcontractors must be preceded by receipt of written Miami Shores Village approval and be subject to the following conditions:

- A. Subcontracting may be permitted for recovery and towing only, not for storage operations except abandoned or derelict "dead" vehicle storage.
- B. All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.
- C. Subcontractors shall not be used for critical emergencies or street blockage calls.
- D. Contractor shall be held fully responsible for subcontractor's acts, omissions, performance, and insurance coverage.

- E. Village reserves the right, at its sole discretion, to withdraw approval of a particular subcontractor by giving the Contractor written notice, in which case the subcontractor shall be removed within as specified in the written notice.
- F. If an emergency situation is declared by the Miami Shores Police Department or authorized Village staff at the scene, that officer or staff person may waive C. above and authorize Contractor to use subcontractors to resolve the immediate emergency.
- G. The Village reserves the right to reject any proposed subcontractor on the grounds of incompetency, collusion, failure to perform satisfactorily on previous work, financial instability or dishonesty. When the list of subcontractors is approved by the Village in writing, it shall become a part of the contract documents and no deviation shall be allowed from that list without the written consent of the Village's Representative.

### **3.16 COMMUNICATIONS**

#### **3.16.1 Radio Communications**

- 3.16.1.1 All towing vehicles must be equipped with a two-way radio that provides continuous direct contact between the Contractor's base station and all service trucks utilized in providing towing service. A citizens' band radio does not meet this requirement.
- 3.16.1.2 There must be twenty-four (24) hour radio communication which is manned seven (7) days per week, 365 days per year by competent employees. Phone answering services are not permitted.
- 3.16.1.3 The base station for the equipment shall be strong enough to provide coverage Village wide.
- 3.16.1.4 The two-way radios shall not be tuned to any Village or police frequencies.
- 3.16.1.5 Federal Communications Council guidelines will prevail.

#### **3.16.2 Telephone Communication**

The Contractor shall provide a twenty-four (24) hour telephone number, answered by an individual employed by the Contractor, utilized for emergency calls for service so the Contractor can receive instructions and to provide timely and efficient service twenty-four (24) hours per day.

### **3.17 PROTECTION OF VEHICLES AND PROPERTY**

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

- 3.17.2 The contractor shall take extra precaution to protect all property while conducting services. Any damage done by the respondent shall be corrected to its original or better state and shall be corrected to the satisfaction of the Contract Manager or designee.
- 3.17.3 The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities under the authority of this contract. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.
- 3.17.4 Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

### **3.18 VEHICLE AND EQUIPMENT REQUIREMENTS**

- 3.18.1 All vehicles must be owned or directly leased by the Contractor. The Contractor 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.
- 3.18.2 All wreckers will be registered and shall have the appropriate licenses to operate as wreckers. All wreckers shall display a current decal issued by Miami Shores Village.
- 3.18.3 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. Village 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 Contractor call for service vehicles.

#### **A. General**

- a. Each tow truck and all equipment owned by the Contractor shall be commercially manufactured and shall conform to the requirements set forth herein, or approved by Miami Shores Village or authorized designee before being accepted.
- b. Each tow truck and all equipment must be in good mechanical condition at all times.



- c. Each tow truck and all equipment must be in clean condition, free of rust, excessive paint chipping and damages.
- d. Each tow truck and all equipment will be subject to inspection at all times during the term of the Contract.

B. Minimum Fleet Requirements

At a minimum, the contractor shall own, maintain and have available at all times during the term of this contract the following vehicles: a minimum of four (4) tow trucks rated class "A" wreckers, one (1) class "B" wrecker, one (1) class "C" wrecker and one (1) class "A" or "B" flatbed and one (1) flatbed/low bed capable of carrying GVW ratings greater than 30,000 Lbs. All tow trucks shall be equipped as described in the paragraph entitled "Equipment Standards" and in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System, other than as specified in this section. During severe storms and emergencies, the successful Contractor will have available one additional tow truck.

- C. If additional wreckers in any or all classes are required to handle the volume of tows requested, the Contractor is to provide them at no cost to the Village. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial.
- D. Special equipment such as a Lowboy, air cushions, or major street clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the Village, that such equipment is immediately available to him when the need for this infrequently used equipment occurs.
- E. No vehicle of the Contractor shall be used as an emergency vehicle. (example: flashing lights only when necessary).
- F. Each towing vehicle shall be inspected and approved by Miami Dade County and properly display current decals issued by Miami Dade County.
- G. The wreckers shall be motor vehicles specifically designed, constructed, and equipped for the towing of vehicles and shall, at all times be properly maintained and kept in a mechanically safe condition.

3.18.4 Minimum Vehicle Standards (Pursuant to Miami Dade County, Florida, Code of Ordinance, Article III. Towing of Motor Vehicles, Sec. 30-461, Part I

Class "A":

- Minimum manufacture capacity of 10,000 pounds GVW

- Boom Capacity of not less than 8,000 lbs.
- Power winch pulling capacity of not less than 8,000 lbs.
- Minimum of 100 ft of 3/8" cable.
- Cradle or tow plate for tow sling to pick up vehicles. Cradle or tow plate to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
- Dual wheels
- Wheel lift retracted rating 2,000 lbs.
- Wheel lift extended ratings 3,500 lbs.
- Tow sling safe lift rating 3,500 lbs.
- Safety chains (2 each) 3/8" high test
- Cab to axle dimension 56"

#### Class "B"

- Minimum manufacture capacity of 18,000 pounds GVW
- Boom Capacity 24,000 lbs.
- Power winch pulling capacity 24,000 lbs.
- Minimum of 200 ft of 1/2" cable or larger.
- Tow sling 8,500 lbs. and dual wheels
- Double booms so constructed as to permit splitting. Each boom to operate independently or jointly. Single boom hydraulic elevated and extendible with 360 degrees swivel at end of boom.
- Two snatch blocks - eight (8) ton rating
- Under-reach retracted rating 10,500 lbs.
- Under-reach extended ratings 8,500 lbs.
- Safety chains (2 each) 5/16" alloy
- Cab to axle dimension 84"

#### Flatbed - Class "A" or "B"

- shall be equivalent to Class "A" or "B" Tow Truck in respect to equipment standard needs.
- GVW of 11,000 lbs.
- Winch power 8,000 lbs.
- Dual Wheels

#### Class "C"

- Minimum manufacture capacity of 30,000 pounds GVW
- Double Boom Capacity of not less than 50,000 lbs.
- Power winch pulling capacity of not less 50,000 lbs.
- Minimum of 200 ft of at least 5/8" cable.
- Double booms so constructed as to permit separating. Each boom to operate independently or jointly.
- Air brakes so constructed as to lock all wheels automatically upon failure.
- Cradle tow plate or tow sling to pick up vehicles

- Dual wheels
- Under-reach retracted rating 25,000 lbs.
- Under-reach extended ratings 12,000 lbs.
- Tow sling safe lift rating 12,000 lbs.
- Safety chains (2 each) ½” alloy
- Cab to axle dimension 144”

Class “D”

- GVW ratings 52,000 lbs.
- Boom capacity 70,000 lbs.
- Winching capacity 70,000 pounds (except only 15,000 lbs. for flatbed side back carrier)
- Cable size and length ¾” x 200’
- Wheel lift retracted rating 45,000 lbs.
- Wheel lift extended rating 15,000 lbs.
- Two sling safe lift rating 12,000 lbs.
- Safety chains (2each) ½ alloy
- Cab to axle dimension 180”
- Equipped with air brakes

**3.19 VEHICLE MARKINGS**

3.19.1 The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicates or tends to indicate any official relationship between the Contractor and Miami Shores Village.

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

**3.20 EQUIPMENT STANDARDS**

1. Oscillating amber light mounted on top of the tow truck cab.
2. Clearance and marker lights
3. Rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
4. One (1) heavy duty push broom
5. Flood light on the hoist
6. One (1) flat nose shovel
7. One (1) axe
8. One (1) crow bar
9. One (1) 5 lb. CO2 fire extinguisher with a current inspection tag.
10. One (1) pair of bolt cutters
11. One (1) set of jumper cables
12. One (1) four-way lug wrench
13. One (1) high intensity flash light
14. One (1) set of red highway reflectors

15. Five (5) thirty minute flares
16. One (1) manufacturer recommended lock out kit, 1993 or newer
17. Fifty (50) pounds of sand or suitable equivalent per vehicle.
18. Motorcycle trailer
19. In the event of fuel spills, the following equipment will be necessary:
20. Absorbent, Hydrophilic
21. Absorbent, Hydrophobic
22. Containers for used absorbents
23. All other equipment as required by the State of Florida or Miami Dade County.

### **3.21 OFFICE FACILITIES:**

#### **3.21.1 Office Facilities**

- 3.21.1.1 The Contractor will make available, adequate personnel to staff the office from 8:00 A.M. to 6:00 P.M. for the purpose of releasing vehicles to the owners.
- 3.21.1.2 The Contractor shall provide on call personnel to release vehicles between 6:00 P.M. and 8:00 A.M. When closed, the facility 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.
- 3.21.1.3 Upon receipt of a telephoned request to open the site to release a vehicle between the hours of 6:00 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.
- 3.21.1.4 The Office Facility shall comply with the following minimum standards:
  - A. To include telephone and rest room facilities and workspace such as desk, phone, etc.
  - B. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
  - C. To be separate from any other business or enterprise.

### **3.22 STORAGE FACILITY**

- 3.22.1 The contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located in accordance with the distance requirements as specified by Florida Statute 715.07 et al. The compound shall be open

and staffed for vehicle receipt or release seven (7) days per week and twenty-four (24) hours per day. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of five (5) days until released by the Tamarac BSO to permit BSO personnel convenient access to such vehicles. The equipment and facilities described below are to be located at this compound.

- 3.22.2 All Contractor storage facilities shall be subject to inspection and must be approved by the Village prior to the award of a contract. Storage facilities shall also be subjected to periodical inspection when deemed necessary by the Police Department or other authorized Village personnel, during the term of the contract. Any discrepancies, in the sole opinion of the Village, shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the Village.
- 3.22.3 The Contractor will not change the storage facility location without prior written permission from Miami Shores Village. Contractor shall provide storage for towed vehicles in the outside enclosure area unless specific written instructions are given for inside storage by the owner of the vehicle or by the attending Village representative.
- 3.22.3 Cars designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, he shall not charge a higher rate than the outside storage rate. If, in the opinion of the officer at the scene, the vehicle requires special weather protection, the officer will so note it on the vehicle storage receipt and the Contractor shall be required to completely cover the car with a weather proof material and shall be allowed to charge a one-time fee of twenty-five (\$25.00) per vehicle for this service.

A. Outside Storage

Contractor must provide outside storage, at outside storage rates, unless he receives written instructions from the Village or vehicle owner to provide inside storage for that vehicle.

Outside storage facilities shall comply with the following minimum standards:

- 1. Shall be of a size to hold a minimum of not less than fifty (50) vehicles, properly spaced to provide access for removal or addition of vehicles.
- 2. Must have a durable surface, properly drained, and enclosed.
- 3. Shrubbery, trees, and lawns shall be maintained and junk tires and auto parts shall not be stored.
- 4. 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.

5. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
6. No repair work or servicing of vehicles shall be permitted in the storage area.
7. 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.
8. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence not less than six (6) feet in height.

**B. INSIDE STORAGE**

Inside storage facilities shall comply with the following minimum standards:

1. Inside Storage: Shall accommodate a minimum of five (5) vehicles. Shall have paved floor, i.e. concrete or asphalt, in a condition acceptable to Miami Shores Village Police Department, free of dirt, standing water, vegetation, and/or articles inappropriate to or inconsistent with the operation of a towing service.
2. It shall have a working area of 9' x 20' per vehicle, with at least an 8' ceiling.
3. Facility shall have an outside window or ventilation system, and lighting sufficient to permit processing of vehicles.
4. It must be located within the property of the Contractor's towing facility or in close proximity (walking distance). Said structure shall provide complete protection from weather and unauthorized entry. It may not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the Contractor's business.
5. Must be protected by one or more of the following methods:
  - A. Alarm system which will alert a local law enforcement agency;
  - B. Low light video camera system with up to ten (10) days recorded time;
  - C. Guard dog;

- D. Or, by an approved equivalent protection method
6. Have, within thirty (30) days of award, a hydraulic rack capable of lifting vehicles totally off the floor or equivalent facilities to permit Miami Shores Police investigators to stand below the vehicle to make thorough investigations.

**3.23 HIGH ACTIVITY AREAS - SPECIAL PROCEDURES:**

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

Such special procedures include, but are not be limited to:

- A. The Village shall designate a Village parking lot as a temporary depository of towed vehicles (Temporary Compound).
- B. Contractor shall keep adequate staff and equipment at the Temporary Compound to handle the towing requirements in the area, receive payment from owners, and release vehicles during the days and hours specified by the Village.
- C. Unless otherwise specified by the Village, all vehicles towed in the area, during the time the Temporary Compound is manned, will be towed to the Temporary Compound.
- D. The Village will charge the Contractor the current parking fee for each vehicle towed onto the Temporary Compound. There will be no charge for Contractors towing equipment.
- E. Contractor may in turn charge the vehicle owner the same parking fee in addition to the approved towing charges.
- F. In the event the vehicle is not picked up by the owner prior to the approved time for the closing of the Temporary Compound, Contractor shall tow the vehicle to their Principal Compound. No second towing charge or mileage charge can be levied, by the Contractor, for this service.
- G. Establishment of high activity areas, temporary compounds, required equipment and staff, and days and hours of operation shall not be arbitrarily determined by the Village. They should be based upon a legitimate anticipation of need and are intended to provide towing service in the area with the least effort, cost, and most convenience to the Village, vehicle owner, and Contractor. Designation of high activity areas and use of such special procedures are subject to periodic review and revision as needs change.

### 3.24 **RELEASE OF VEHICLES**

3.24.1 The Contractor shall directly release, within thirty (30) minutes of payment, any vehicle that has not been marked “hold” by the Miami Shores Village Police, providing the proper proof of identification and ownership is presented.

3.24.1.1 Police Holds. Any vehicle towed that is marked “hold” cannot be released without written authorization from the Police Department.

3.24.2 Persons who make application for the release of such a vehicle shall be required to present proof of ownership or authorization to possess and operate the vehicle. Such documentation shall include a current government issued photo identification and one of the following documents:

1. Current vehicle registration;
2. Vehicle title or properly endorsed title transferring ownership pursuant to the requirements of section 319.22, Florida Statutes;
3. A notarized release from the vehicle owner or lien holder designating an authorized driver to pick up the vehicle accompanied by a photocopy of the vehicle owner’s driver’s license or a document signed by an officer or director of the lien holder. The notarized release form with the driver’s license or lien holder letter can be presented via facsimile or electronically, provided that it can be printed and saved;
4. Insurance card with the vehicle owner’s information and vehicle description;
5. Licensed dealer in possession of an auction buyer’s sales invoice; or
6. Notarized bill of sale for a non-titled vehicle

3.24.4 Vehicles on police “hold” 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 Contractor to continue to hold the vehicle, or the vehicle may be removed to the Police Department holding facility.

3.24.5 The Contractor shall release any vehicle towed in at the request of the Village 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.

### 3.25 **OWNER NOTIFICATION**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of any vehicle taken into custody by the Contractor in accordance with Chapter 713, Fla. Stat. The Contractor agrees to maintain a log at the place of business listing the date,



time, and method of notification.

### **3.26 VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY**

3.26.1 The Contractor agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of the Contractor. The Contractor shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle 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 Contractor shall assist any vehicle owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by Contractor.

3.26.2 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.

### **3.27 INVOICES**

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

1. Date of service call.
2. Service call number assigned by Miami Shores Police Department.
3. Location where tow originated and destination.
4. Vehicle VIN number.
5. Vehicle make and model.
6. Vehicle license number.
7. Drivers name and I.D. number.
8. Reason for the tow such as: crash, parking, road blockage, Village vehicle, abandoned/derelect, etc.
9. Breakdown of all towing, recovery, or storage charges.

### **3.28 FORMS OF PAYMENT**

The Contractor shall accept payment for charges from the vehicle owner or authorized representative in all of the following listed forms:

1. Cash, money order or traveler's check;
2. Bank, debit, or major credit card, such as Mastercard and Visa; and
3. Personal check showing on its face the name and address of the vehicle owner or authorized representative.

A vehicle owner or authorized representative shall not be required to furnish more than one (1) form of current government photo identification when payment is made in any of the forms listed above, and said presentation shall constitute sufficient identity verification.

### **3.29 CONTRACTOR DOCUMENTATION AND FILES**

The Contractor shall keep on file at his/her primary business location files which include, but are not limited to, the following:

- A. A vehicle Storage Receipt for each vehicle impounded under the contract.
- B. A copy of all paid invoices.
- C. A log of calls for service.
- D. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
- E. A log containing all vehicles which have remained unclaimed for thirty (30) days or more.
- F. Contractor agrees to maintain all files directly related to the contract and to make those files available for Village inspection during the term of the contract and for a period of five (5) years thereafter.

### **3.30 PROPERTY INVENTORY REPORTING REQUIREMENTS**

3.30.1 All inventory records of personal property in the vehicles which have been towed shall be made in triplicate and signed by the Contractor or it's agent.

3.30.1.1 One copy shall be maintained by the Contractor as a permanent record, one copy of the inventory shall be given to the owner or operator of the vehicle being towed, if known, or securely attached to the vehicle, and one copy shall be retained by Miami Shores Village.

3.30.2 The Contractor shall maintain such personal property in an appropriate locked room.

3.30.3 The Contractor will provide to Miami Shores Village Police Department a complete and detailed list of the vehicles towed pursuant to this agreement and which have remained on the Contractor's lot for a period in excess of thirty (30) days.

3.30.4 Information will be provided to the Village relating to personal property coming into the Contractor's control as a result of this agreement, which has remained in the Contractor's control for a period in excess of thirty (30) days. The Contractor, immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

- 1. Make & Model of the vehicle
- 2. License Number
- 3. Vehicle Identification Number
- 4. Number of Tires

5. Condition of Vehicle
6. Name, Address & Phone Number of Towing Service
7. Towing Charges
8. Storage Charges
9. Facility to Which Vehicle Was Towed

### **3.31 REPORTS**

Contractor shall submit to the Miami Shores Police Department, by the 15th of each month for the previous month the following reports. The form of the reports shall be determined by the Contractor, but are subject to the approval of the Village. The Contractor shall submit a sample report with proposal.

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

1. Date of tow.
2. Service call number assigned by Miami Shores Police Department.
3. Type of tow such as crash, parking, abandoned, Village vehicle, etc.

B. Vehicle Release Report, to include:

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

### **3.32 Administrative Charge**

3.32.1 The awarded contractor shall pay an administrative fee of 25 percent (25%) of maximum towing rate, to cover the cost of enforcement, including parking enforcement, by the Village when the vehicle or vessel is towed from public property, in accordance with Florida Statute 125.01047.

3.32.2 The administrative fee shall be paid automatically to the Village on a monthly basis by the twentieth (20th) of the following month together with the list of tows. Failure to pay as provided for shall result in an interest penalty of 1.5% per month.

### **3.33 POSTING AND PROVIDING OF CHARGES**

3.33.1 Contractor shall prominently post in company's storage facilities and towing vehicles, a list of the current Miami Dade County towing rates. A list of such rates shall be kept in each of the company's tow vehicles. A list of such rates shall also be printed for distribution and such rates shall be provided to the owner or person lawfully in possession of each vehicle towed.

3.33.2 The Contractor 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 "Miami

Shores Village Contracted Towing Rates”. The rates and heading shall be posted wherever the releases vehicles at the storage.

- 3.33.3 Contractor shall not charge for any service that exceeds the Miami Dade County rates, nor shall Contractor perform any service that is not delineated on any such posted or listed schedule without giving the owner of the vehicle or the person lawfully in possession thereof a written estimate of the amount that will be finally due and payable upon the rendition of the services.

### **3.34 APPROVED TOWING RATES CHARGED**

- 3.34.1 The Towing Rates charged by the Contractor to the public shall be the current Miami Dade County Towing Rates in effect, as posted on Miami Dade website: <https://www.miamidade.gov/global/economy/consumer-protection/towing-regulations>.

3.34.1.1 Failure to adhere to this rate structure shall be grounds for contract termination. In the event an audit indicates the Contractor has not honored the established rate schedule, the Contractor will be liable for any and all overage charges to the customer.

- 3.34.2 Should Contractor furnish a service or a wrecker in a higher class than the one required for a particular class of vehicle, Contractor shall charge for the proper class of wrecker only, and not the higher class. If the Contractor chooses to use a flatbed in place of a wrecker, the only charge authorized shall be that listed for the applicable class of vehicle.

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

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

### **3.35 CRIME VICTIMS EXEMPTION**

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

### **3.36 RESPONSIBILITY FOR PAYMENT AND COLLECTION**

Miami Shores Village will not be responsible for the collection or payment of any charge for services rendered by reasons of having dispatched service in accordance with this contract. All services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

Miami Shores Village shall not in any way be responsible or liable to the Contractor for nonpayment of any towing or storage fees to the Contractor by the owner or operator of the vehicle.

### **3.37 COMPLAINTS AND DISPUTES**

3.37.1 The Contractor agrees that any complaints received by Miami Shores Village concerning misconduct on the part of the Contractor, such as excessive charges, poor business practices, damage to vehicles, etc., will be referred to the Village Manager or his designee for appropriate action.

3.37.1.1 If the incident requires formal investigation, the Contractor will be notified of the complaint in writing. The Contractor will have seven (7) business days to reply to the complaint in writing.

3.37.2 All complaints concerning misconduct or disputes between Miami Shores Police or Miami Shores Village staff and the Contractor will be referred to the Village Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff.

3.37.3 The determination of the Village Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

### **3.38 ANNUAL PERFORMANCE REVIEW, INSPECTIONS AND AUDITS**

3.38.1 The Village may conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of vehicles and owners' possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel.

3.38.2 Such a review will be conducted ninety (90) days prior to the contract anniversary date and Contractor will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor shall respond to the review in writing, and the parties shall meet to discuss the review and other pertinent subjects.

3.38.3 A final report that will consist of the review, Contractor's written response, and a summary of the annual review meeting will be prepared by Village staff with a copy sent to the Village Manager and Contractor.

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

### **3.39 UNCLAIMED VEHICLES**

3.39.1 All motor vehicles that have not been claimed must be disposed of according to State and County laws.

### **3.40 ABANDONED AND DERELICT VEHICLES**

3.40.1 The Contractor may dispose of equipment that has been abandoned and/or derelict to compensate for towing and storage charges after all responsibilities called for by applicable law have been adhered to. Records must be maintained which state towing, storage and salvage compensation for Village audit purposes.

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

### **3.41 INSURANCE REQUIREMENTS**

3.41.1 The contractor's response shall include evidence of insurability meeting the insurance requirements stated herein. The successful contractor shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the Village. The Successful Contractor shall assume full responsibility and expense to obtain all necessary insurance.

3.41.1.1 The awarded contractor shall furnish to the Village Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to Village the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.

3.41.1.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami Dade County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect Miami Shores Village Council by naming Village as additional insured under all required liability policies except for Workers Compensation.

3.41.1.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide Village with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the

work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of the expiration.

- 3.41.1.4 Village reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names Miami Shores Village as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

### 3.41.2 Coverages

The successful Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated below:

- A. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non- contributory basis.
- B. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- C. **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws.

**D. Garage Keepers Insurance**

The Contractor shall procure and maintain for the life of this Contract/Agreement, Direct Primary or Garage Keepers Insurance in the amount of \$500,000. The deductibles are not to exceed Two Thousand Five Hundred Dollars (\$2,500) with said deductible being the responsibility of the shop owner. The policy must contain a waiver of subrogation in favor of Miami Shores Village and Additional Insured Status, executed by the insurance company. Thirty (30) days' notice of cancellation is required and Coverage Certificate must be provided to Miami Shores Village via Certified Mail.



## **SECTION 4.0 PROPOSAL FORMAT**

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below. The Respondent shall submit in accordance with the content and format requirements set forth in this RFP. The Proposal shall be written in sufficient detail to permit Miami Shores Village to conduct a meaningful evaluation. The proposal must include the following information:

### **4.1 COVER AND DIVIDERS**

Cover must be clearly marked with the RFP number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

### **4.2 COVER LETTER / LETTER OF INTRODUCTION**

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources.

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. It should include the firm address, telephone number, name of contact person, and date of the Proposal. The Letter of Intent must include "Proposal to Miami Shores Village RFP No. 2022-09-01 – Miami Shores Village Towing Services" in the subject line.

### **4.3 PROPOSAL NARRATIVE:**

The proposal narrative shall include the following:

1. Name of business
2. Mailing address/ website address /phone number.
3. Names of persons to be contacted for information or services if different from name of person in charge.
4. Business hours.
5. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
6. Date business was organized and/or incorporated, and where.

7. The physical location of the office from which the work is to be done and the number of professional staff employees at the office.
8. Description of the history, organizational structure and composition of the firm.
9. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
10. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
11. State if the business has a current Miami Dade Tow license.

#### **4.4 QUALIFICATIONS AND CAPABILITY TO PROVIDE SERVICES (30 POINTS)**

1. Describe the number of years providing towing services and the firm's experience in performing work of a similar nature to that solicited in this RFP.
2. Provide a legible copy of Proposer's current Miami Dade County towing license issued by the County.
3. Describe any mergers or acquisitions in the last five years.
4. What, if any, interest does your firm have in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses?
5. Describe the key characteristics of your firm that distinguishes you from other service providers.
6. Describe the documentation your firm maintains on incoming calls for service, call tracking and resolution procedures used by your firm.
7. What is the process for resolving customer complaints/issues?

#### **4.5 PERSONNEL QUALIFICATIONS: (25 POINTS)**

1. Identify the staff person who will service as the key contact or liaison to the Miami Shores Village Police Department on this contract. Enclose resume, job description, and a description of relevant experience for the key contact person.
2. Provide a list of employees to include number of tow truck drivers (full & part time), dispatchers, and administrative personnel. Include Organizational Chart.
3. Identify the person in charge (site manager) at each facility/location that the Proposer intends to use to provide the services for this RFP. Enclose resume, job description, and a description of relevant experience for the site manager.
4. Describe any significant or unique awards received or accomplishments in previous similar Projects.

#### **4.6 EQUIPMENT AND FACILITY REQUIREMENTS (30 POINTS):**

1. Please describe the location(s) of the storage facility, hours of operation and the number of staff personnel at the office.
2. Describe the two-way radio system to include base station and all service trucks.
3. Indicate the maximum number of vehicle storage outside and maximum number for inside storage?
4. **Equipment:** Provide the following information for the towing equipment that the Proposer will use to provide the services required in accordance with Section 3.0 of this RFP.
  - A. Wrecker class
  - B. Make and model
  - C. Year built
  - D. License tag number
  - E. Month and year Towing License Decal was issued and the decal number
  - F. Proof of ownership (e.g., legible copy of the vehicle registration) or a legible copy of a valid 1st party lease for each wrecker. (If a 1st party lease, clearly state the date the lease expires.) Proposer shall be listed on the registration.
  - G. Provide pictures of each wrecker that will be used to provide the services requested herein. The pictures must be taken at an angle, at least one from the driver's side of the vehicle and one from the rear view of the vehicle.
5. **Office Facilities and Storage:**
  - A. Provide proof of ownership or a legible copy of a valid 1st party lease of all facilities which includes the date the lease expires.
  - B. Provide a legible copy of a valid, current business tax receipt documenting where the Proposer is currently providing the services.
  - C. Provide a copy of the Certificate of Use and Occupancy (or comparable document to demonstrate that the Proposer is in compliance with all use/occupancy requirements of the municipality in which the Proposer's facility is currently located, as applicable.

Provide four (4) Florida municipal references for which the firm has performed similar work in the past three (3) years and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the Village or Village employees as references.

**4.7 PAST EXPERIENCE AND WORKLOAD (15 POINTS)**

1. Describe proposer's experience and knowledge in delivering projects of comparable nature, scope, complexity and duration, for the past five (5) years. Provide specific examples of similar contracts with other municipalities/government agencies.
2. Provide a list of all relevant municipal or county contracts your company is currently committed to and/or that your company will be committed as of October 2022. The individual project details shall include: Name of Contract Client, Brief Project Scope, Contract Budget, Contract Duration (Award Date – Expiration Date).

**4.8 LITIGATION STATEMENT / FINANCIAL INFORMATION:**

1. Disclose all "material" cases filed, pending, or resolved during the last two (2) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Village.
2. Provide most recently completed audited financial statement, or other approved documentation to verify financial viability.

**4.9 REQUIRED FORMS:**

All required forms, attachments, licenses and certificates of insurance shall be included in a labeled section 4.9, including those forms in Section 6.0 Required Forms.

**Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.**

## **SECTION 5.0 EVALUATION CRITERIA**

### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

### **5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Village affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

### **5.3 EVALUATION PROCESS**

An Evaluation Committee of a minimum of three members of Village Staff, or other persons selected by the Village Manager or his designee, shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria. Submittals shall be evaluated based upon the information and references contained in the RFP as submitted.

### **5.4 EVALUATION OF PROPOSALS**

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

<b>Evaluation Criteria</b>	<b>Max Points</b>
Qualifications and Capability To Provide Services: (Section 4.4)	<b>30</b>
Personnel Qualifications: (Section 4.5)	<b>25</b>
Equipment and Facility Requirements: (Section 4.6)	<b>30</b>
Past Experience And Workload (Section 4.7)	<b>15</b>

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final

ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, the Village reserves the right, where it may serve the Village's best interest, to request additional information or clarification from Proposers.

## **5.5 ORAL PRESENTATIONS**

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the Village Manager and Miami Shores Village Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms.

Should the Village require such oral presentation(s), the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee. The Proposer's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

The ranking and the Evaluation Committee's recommendation shall be reported to the Village Council through and with the concurrence of the Village Manager, who shall request the Village Council approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm. If the Village is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the Village. Village staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

## **5.6 CONTRACT AWARD**

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 will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer(s).

Miami Shores Village 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 Village. The Village 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 Miami Shores Village.

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

## **SECTION 6.0    REQUIRED FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Village if the Proposer is determined to be the most responsive and responsible Proposer.

- 6.1    Acknowledgement of Addenda
- 6.2    Drug Free Workplace Program
- 6.3    Solicitation, Giving, and Acceptance of Gifts Policy
- 6.4    Indemnification Clause
- 6.5    Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 6.6    Anti-Kickback Affidavit
- 6.7    Proposer Questionnaire
- 6.8    Equipment Inventory List

**6.1 ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**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** \_\_\_\_\_

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**PART II:**

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

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Firm's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## 6.2 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 firms 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.

Firm's Name: \_\_\_\_\_

Authorizes Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### 6.3 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.”

Miami Shores Village 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 Village 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.

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.

Firm’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**6.4 INDEMNIFICATION CLAUSE**

The Consultant shall indemnify, defend and hold harmless the Village Council, Miami Shores Village 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 Consultant'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 to or 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 Consultant or negligent act or omission of the Consultant, any Subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm'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

**6.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC 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 Miami Shores Village, Miami Shores, 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:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. 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 relation 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.**

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*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**6.6 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 Miami Shores Village, 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

Miami Shores Village Response Form

**6.7 QUESTIONNAIRE**

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

- 1. Legal Business Name: \_\_\_\_\_
- 2. Doing Business as / Fictitious Name: (if applicable): \_\_\_\_\_
- 3. Federal Employer I.D. No.(FEIN): \_\_\_\_\_
- 4. Website address: (if applicable): \_\_\_\_\_
- 5. Principal place of business address: \_\_\_\_\_
- 6. Office location responsible for this project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

- 7. Type of business (*check appropriate box*):

- Corporation (specify the State of Incorporation): \_\_\_\_\_
- Sole Proprietor
- Limited Liability Company (LLC)
- Limited Partnership
- General Partnership (State and County filled in) \_\_\_\_\_
- Other – Specify: \_\_\_\_\_

- 8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_



Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

9. List name and title of each principal, owner, officer, and major shareholder:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Firm’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the Village. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

12. How many years has your firm been in business while providing the services offered within this solicitation? \_\_\_\_\_ years.

13. Is your firm’s business regularly engaged in and routinely providing the services offered within this solicitation?

Yes       No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

15. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes       No

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*

Yes       No

18. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

Firm certifies that this offer is made independently and free from collusion;  
or

Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

19. Participation in Solicitation Development (*check one*):

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Miami Shores Village.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: \_\_\_\_\_

\_\_\_\_\_

Name of Person the information was provided: \_\_\_\_\_

Title: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

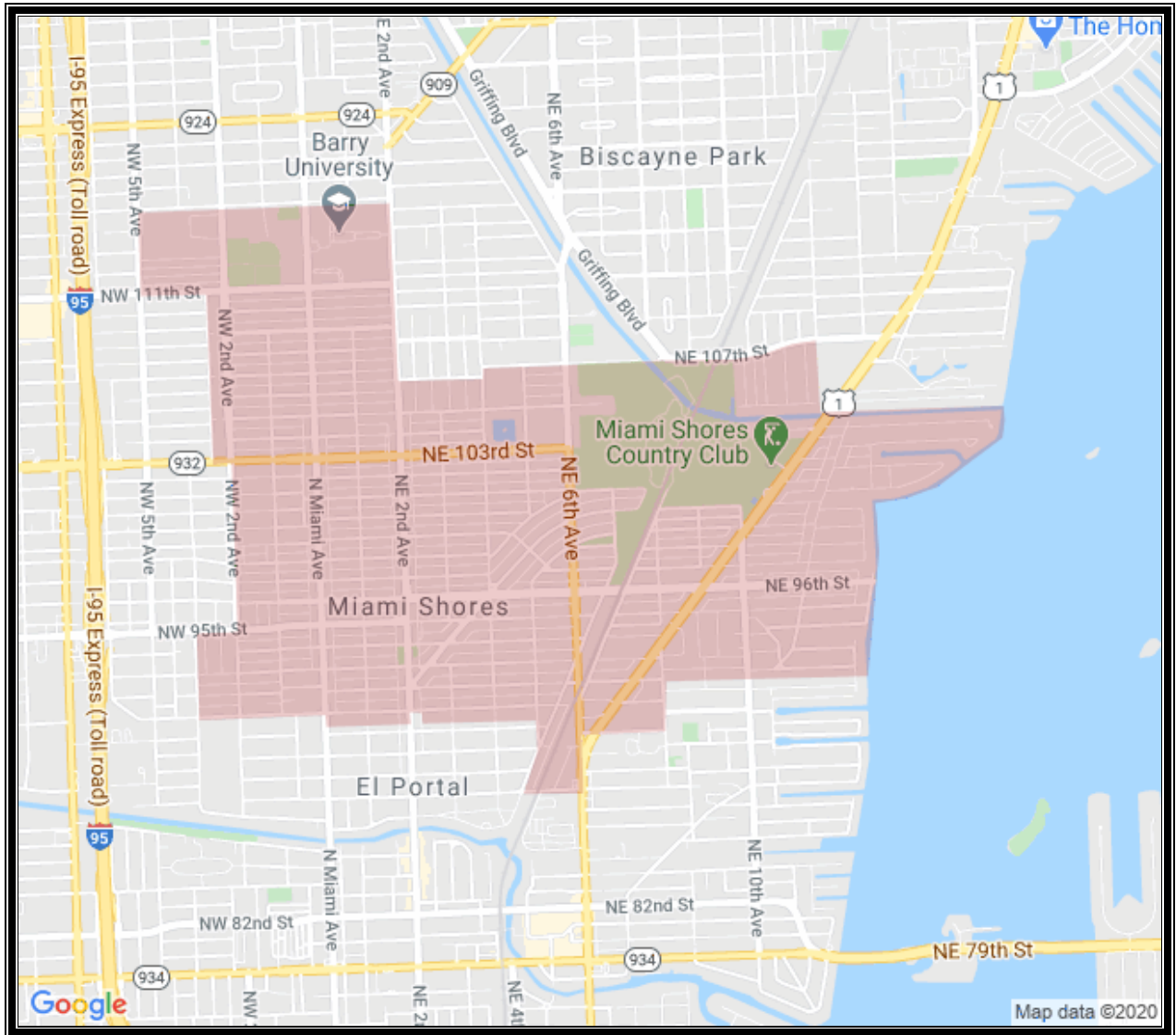
For what purpose was the information provided? \_\_\_\_\_

\_\_\_\_\_



# ATTACHMENT "A"

## MIAMI SHORES VILLAGE MAP





## MAXIMUM NON-CONSENT TOWING RATES

### \*PRIVATE PROPERTY\*

<b>Private Property Impound Tow</b>	
Class A	\$101.00
Rate if released on scene (drop rate)	\$50.50
Class B	\$165.00
Class C	\$235.00
Class D	\$300.00
<p>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, which begin to take effect once the vehicle has officially been stored on the grounds of the towing establishment. Pursuant to Section 713.78 (2), FL Statute, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.</p>	
<p><b>Administrative Fee</b>            After first 24 hours            All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.</p>	\$30.00
<p><b>Daily Indoor Storage – vehicles 20’ or less</b>            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.</p>	\$25.00
<p><b>Daily Indoor Storage – vehicles longer than 20’</b>            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.</p>	\$40.00
<p><b>Daily Indoor Storage – small personal vehicles</b>            (i.e., motorcycles, ATVs, 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.</p>	\$12.00
<p><b>Daily Outdoor Storage – vehicles 20’ or less</b>            After first 6 hours (Chargeable in 24-hour increments)</p>	\$20.00
<p><b>Daily Outdoor Storage – vehicles longer than 20’</b>            After first 6 hours (Chargeable in 24-hour increments)</p>	\$35.00
<p><b>Daily Outdoor Storage – small personal vehicles</b>            (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)</p>	\$10.00

## MAXIMUM NON-CONSENT TOWING RATES

**\*POLICE DIRECTED\***

<b>Police Directed Tow</b>	
Class A	\$127.25
Class B	\$208.65
Class C	\$296.50
Class D	\$377.50
<b>Per Mile Fee For Police Directed Tow (After first five (5) miles)</b>	
Class A	\$3.80
Class B	\$4.40
Class C	\$5.90
Class D	\$7.00
<b>Extra Time At Scene for Police Directed Tow</b>	
Class A	\$31.90
Class B	\$52.40
Class C	\$73.90
Class D	\$94.60
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
<b>Administrative Fee</b> After first 24 hours All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.	\$38.20
<b>Daily Indoor Storage – vehicles 20’ or less</b> 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.	\$33.90
<b>Daily Indoor Storage – vehicles longer than 20’</b> 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.	\$54.65
<b>Daily Indoor Storage – small personal vehicles</b> (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.	\$16.20
<b>Daily Outdoor Storage – vehicles 20’ or less</b> After first 6 hours (Chargeable in 24-hour increments)	\$27.60
<b>Daily Outdoor Storage – vehicles longer than 20’</b> After first 6 hours (Chargeable in 24-hour increments)	\$48.40
<b>Daily Outdoor Storage – small personal vehicles</b> (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	\$13.65

**Lowboy Services**

Tow Rate (hook-up and first ½ hour at scene)	\$296.50
Per Towed Mile After First Five (5) Miles	\$5.65
Extra Labor/Wait Time At Scene	\$73.90
<b>Hazardous material clean-up</b> (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.
<b>Dollies – Class A (Except Private Property Tows)</b>	\$44.30/per job
<b>Underwater Recovery Salvage Diver(s)</b>	
First Hour/Per Diver	\$158.65
Each Additional 15 Minutes after the first hour/per diver	\$40.00
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	

**SECTION 8.0 SAMPLE AGREEMENT (DO NOT COMPLETE)**



**AGREEMENT No. RFQP(Number) BETWEEN MIAMI SHORE VILLAGE AND  
(CONTRACTOR'S NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_, **2022**, by and between (**CONTRACTOR's Name**) a corporation organized and existing under the laws of the **State of Florida**, having its principal office at (**CONTRACTOR's Address**) (hereinafter referred to as the ("CONTRACTOR ")), and Miami Shores Village, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138 (hereinafter referred to as the "VILLAGE").

**RECITALS**

**WHEREAS**, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. Number (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONTRACTOR's Proposal attached hereto and incorporated herein as "Exhibit B"; and

**WHEREAS**, the VILLAGE desires to retain a CONTRACTOR to provide village-wide towing services as more particularly specified in the Scope of Services in "Exhibit A"; and,

**WHEREAS**, CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

**WHEREAS**, through a competitive selection process conducted in accordance with the requirements of Florida law and Village policy, the VILLAGE has determined that it to be in the best interest of the VILLAGE to award an Agreement to the CONTRACTOR for the rendering of those services described in the scope of services; and;

**INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.**

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the VILLAGE and the CONTRACTOR are attached hereto, made a part hereof and consist of the following:



- A. This Agreement;
- B. RFP 2022-09-01 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

**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 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by Miami Shores Village Council in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

#### **SECTION 2. COMPENSATION**

2.1 The CONTRACTOR shall make payment of an administrative fee of 25% of the maximum towing rate and such payment shall be made in conformance with the requirements set forth within the RFP.

**SECTION 3.**

**NOTICE.**

3.1 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 VILLAGE designate the following as the respective places for giving such notice:

**To the Village:**

Village Manager's Office  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 762-4851  
Email: ScottE@msvfl.gov

Office of the Village Attorney  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Email: VillageAttorney@msvfl.gov

With copy to the:  
Chief of Police  
Miami Shores Finance Department  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 4.**

**MODIFICATION.**

4.1 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 5.**

### **INDEPENDENT CONTRACTOR**

5.1 The CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that VILLAGE will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the VILLAGE. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the VILLAGE. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the VILLAGE shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate VILLAGE.

## **SECTION 6.**

### **INDEMNIFICATION.**

61 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

62 Nothing herein shall be construed to extend the VILLAGES's liability beyond that provided in Section 768.28, Florida Statutes.

## **SECTION 7.**

### **GOVERNING LAW.**

7.1 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.

## **SECTION 8.**

### **RECORDS.**

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the VILLAGE or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Miami Dade County, Florida as often as the VILLAGE may reasonably require.

CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The VILLAGE's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

## **SECTION 9. COMPLIANCE WITH LAWS.**

9.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances of Miami Shores Village as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. Any documents provided by CONTRACTOR to the VILLAGE are public records and the VILLAGE may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

## **SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **SECTION 11. EQUAL EMPLOYMENT**

11.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or

national origin. Such action 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. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

## **SECTION 12. ASSIGNMENT AND SUBCONSULTING**

12.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior written consent of the VILLAGE. Any assignment, delegation or subcontracted without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the VILLAGE may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The VILLAGE may assign its rights, together with its obligations hereunder.

## **SECTION 13. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.
- B. Upon request from the Village's custodian of public records, CONTRACTOR shall provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE. Notwithstanding, it is understood that at all times CONTRACTOR's work papers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party,

any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-762- 4870, E-MAIL ADDRESS: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.**

**SECTION 14. PROMPT PAYMENT ACT.**

14.1 The VILLAGE as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

**SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.**

15.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami- Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as

amended; and by Miami Shores Village Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.2 Standards and Proper Decorum: The VILLAGE promotes and expects a *high standard* of ethics and professional conduct in all VILLAGE employees. The CONTRACTOR shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the VILLAGE.

## **SECTION 16. SOVEREIGN IMMUNITY.**

16.1 The VILLAGE is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **SECTION 17. ORDER OF PRECEDENCE.**

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONTRACTOR'S RESPONSE. THE VILLAGE EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

## **SECTION 18. INSURANCE.**

18.1 CONTRACTOR shall assume full responsibility and expense to carry all necessary insurance.

18.2.1 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami Dade County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect Miami Shores Village Council by naming Village as additional insured under all required liability policies except for Workers Compensation.

- A. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the

Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non- contributory basis.

- B. Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- C. Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws.
- D. Garage Keepers Insurance**  
The Contractor shall procure and maintain for the life of this Contract/Agreement, Direct Primary or Garage Keepers Insurance in the amount of \$500,000. The deductibles are not to exceed Two Thousand Five Hundred Dollars (\$2,500) with said deductible being the responsibility of the shop owner. The policy must contain a waiver of subrogation in favor of Miami Shores Village and Additional Insured Status, executed by the insurance company. Thirty (30) days' notice of cancellation is required and Coverage Certificate must be provided to Miami Shores Village via Certified Mail.

## **SECTION 19. ANTI-DISCRIMINATION.**

19.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

## **SECTION 20. SCRUTINIZED COMPANIES.**

20.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of



Israel during the term of the Agreement.

202 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

203 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

#### **SECTION 21. NO CONTINGENCY FEES.**

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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

**VILLAGE OF MIAMI SHORES**

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

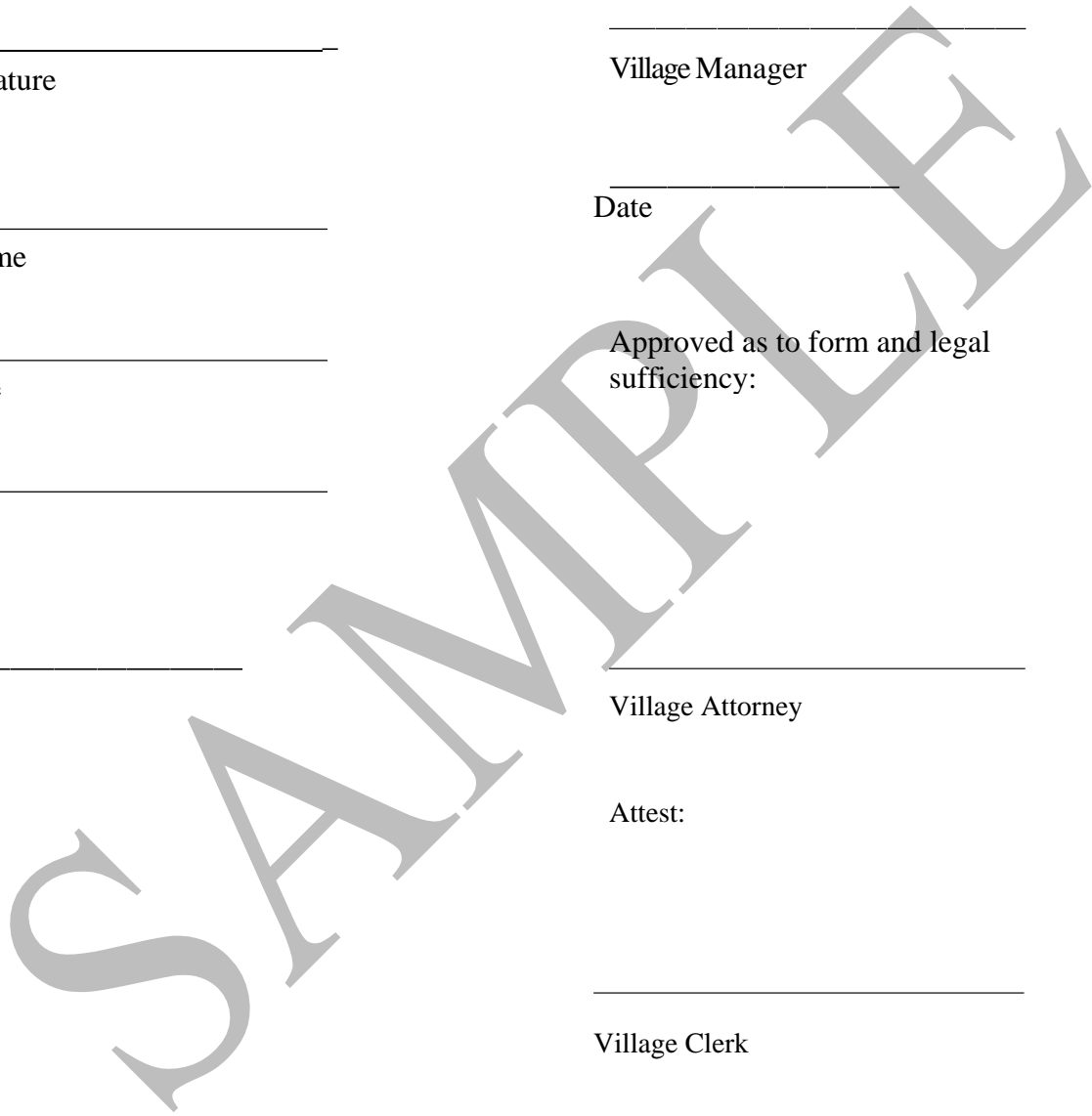
Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Village Attorney

Attest:

\_\_\_\_\_  
Village Clerk

Village Seal



SAMPLE

## **SECTION 7.0 REQUIRED FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Village if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Acknowledgement of Addenda
- 7.2 Drug Free Workplace Program
- 7.3 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.4 Indemnification Clause
- 7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 7.6 Anti-Kickback Affidavit
- 7.7 Proposer Questionnaire
- 7.8 Equipment Inventory List

**7.1 ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**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** \_\_\_\_\_

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**PART II:**

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

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Firm's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## 7.2 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 firms 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.

Firm's Name: \_\_\_\_\_

Authorizes Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### 7.3 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.”

Miami Shores Village 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 Village 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.

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.

Firm’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**7.4 INDEMNIFICATION CLAUSE**

The Consultant shall indemnify, defend and hold harmless the Village Council, Miami Shores Village 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 Consultant'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 to or 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 Consultant or negligent act or omission of the Consultant, any Subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm'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



**7.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC 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 Miami Shores Village, Miami Shores, 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:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. 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 relation 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 Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**7.6 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 Miami Shores Village, 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

Miami Shores Village Response Form

**7.7 QUESTIONNAIRE**

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: \_\_\_\_\_

2. Doing Business as / Fictitious Name: (if applicable): \_\_\_\_\_

3. Federal Employer I.D. No. (FEIN): \_\_\_\_\_

4. Website address: (if applicable): \_\_\_\_\_

5. Principal place of business address: \_\_\_\_\_

6. Office location responsible for this project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation): \_\_\_\_\_

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in) \_\_\_\_\_

Other – Specify: \_\_\_\_\_

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

9. List name and title of each principal, owner, officer, and major shareholder:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Firm’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the Village. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

12. How many years has your firm been in business while providing the services offered within this solicitation? \_\_\_\_\_ years.

13. Is your firm’s business regularly engaged in and routinely providing the services offered within this solicitation?

Yes       No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

15. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes       No

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*

Yes       No

18. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

Firm certifies that this offer is made independently and free from collusion;

or

Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

19. Participation in Solicitation Development (*check one*):

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Miami Shores Village.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: \_\_\_\_\_

\_\_\_\_\_

Name of Person the information was provided: \_\_\_\_\_

Title: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

For what purpose was the information provided? \_\_\_\_\_

\_\_\_\_\_





**SECTION 8.0 SAMPLE AGREEMENT (DO NOT COMPLETE)**



**AGREEMENT No. RFQP(Number) BETWEEN MIAMI SHORE VILLAGE AND  
(CONTRACTOR'S NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_, 2022, by and between **(CONTRACTOR's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(CONTRACTOR's Address)** (hereinafter referred to as the "CONTRACTOR "), and Miami Shores Village, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138 (hereinafter referred to as the "VILLAGE").

**RECITALS**

**WHEREAS**, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. Number (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONTRACTOR's Proposal attached hereto and incorporated herein as "Exhibit B"; and

**WHEREAS**, the VILLAGE desires to retain a CONTRACTOR to provide village-wide towing services as more particularly specified in the Scope of Services in "Exhibit A"; and,

**WHEREAS**, CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

**WHEREAS**, through a competitive selection process conducted in accordance with the requirements of Florida law and Village policy, the VILLAGE has determined that it to be in the best interest of the VILLAGE to award an Agreement to the CONTRACTOR for the rendering of those services described in the scope of services; and;

**INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.**

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the VILLAGE and the CONTRACTOR are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 2022-08-01 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

**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 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 **Loss of Funding:** The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by Miami Shores Village Council in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

#### **SECTION 2. COMPENSATION**

2.1 The CONTRACTOR shall make payment to the Village and such payment shall be made in conformance with the requirements set forth within the RFP.

**SECTION 3.**

**NOTICE.**

3.1 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 VILLAGE designate the following as the respective places for giving such notice:

**To the Village:**

Village Manager's Office  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 762-4851  
Email: ScottE@msvfl.gov

Office of the Village Attorney  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Email: VillageAttorney@msvfl.gov

With copy to the:  
Chief of Police  
Miami Shores Finance Department  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 4.**

**MODIFICATION.**

4.1 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 5.**

### **INDEPENDENT CONTRACTOR**

5.1 The CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that VILLAGE will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the VILLAGE. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the VILLAGE. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the VILLAGE shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate VILLAGE.

## **SECTION 6.**

### **INDEMNIFICATION.**

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.2 Nothing herein shall be construed to extend the VILLAGES's liability beyond that provided in Section 768.28, Florida Statutes.

## **SECTION 7.**

### **GOVERNING LAW.**

7.1 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.

## **SECTION 8.**

### **RECORDS.**

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the VILLAGE or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Miami Dade County, Florida as often as the VILLAGE may reasonably require.

CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The VILLAGE's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

## **SECTION 9. COMPLIANCE WITH LAWS.**

9.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances of Miami Shores Village as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. Any documents provided by CONTRACTOR to the VILLAGE are public records and the VILLAGE may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

## **SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

## **SECTION 11. EQUAL EMPLOYMENT**

11.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or

national origin. Such action 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. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

## **SECTION 12. ASSIGNMENT AND SUBCONSULTING**

12.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subcontracted by the CONTRACTOR without the express prior written consent of the VILLAGE. Any assignment, delegation or subcontracted without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the VILLAGE may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The VILLAGE may assign its rights, together with its obligations hereunder.

## **SECTION 13. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.
- B. Upon request from the Village's custodian of public records, CONTRACTOR shall provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE. Notwithstanding, it is understood that at all times CONTRACTOR's work papers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party,

any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-762- 4870, E-MAIL ADDRESS: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.**

**SECTION 14. PROMPT PAYMENT ACT.**

14.1 The VILLAGE as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

**SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.**

15.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami- Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as

amended; and by Miami Shores Village Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.2 Standards and Proper Decorum: The VILLAGE promotes and expects a *high standard* of ethics and professional conduct in all VILLAGE employees. The CONTRACTOR shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the VILLAGE.

## **SECTION 16. SOVEREIGN IMMUNITY.**

16.1 The VILLAGE is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **SECTION 17. ORDER OF PRECEDENCE.**

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONTRACTOR'S RESPONSE. THE VILLAGE EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

## **SECTION 18. INSURANCE.**

18.1 CONTRACTOR shall assume full responsibility and expense to carry all necessary insurance.

18.2.1 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami Dade County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect Miami Shores Village Council by naming Village as additional insured under all required liability policies except for Workers Compensation.

- A. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the



Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non- contributory basis.

- B. **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- C. **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws.
- D. **Garage Keepers Insurance**  
The Contractor shall procure and maintain for the life of this Contract/Agreement, Direct Primary or Garage Keepers Insurance in the amount of \$500,000. The deductibles are not to exceed Two Thousand Five Hundred Dollars (\$2,500) with said deductible being the responsibility of the shop owner. The policy must contain a waiver of subrogation in favor of Miami Shores Village and Additional Insured Status, executed by the insurance company. Thirty (30) days' notice of cancellation is required and Coverage Certificate must be provided to Miami Shores Village via Certified Mail.

## **SECTION 19. ANTI-DISCRIMINATION.**

19.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

## **SECTION 20. SCRUTINIZED COMPANIES.**

20.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of

Israel during the term of the Agreement.

20.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

20.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

#### **SECTION 21. NO CONTINGENCY FEES.**

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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

**VILLAGE OF MIAMI SHORES**

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

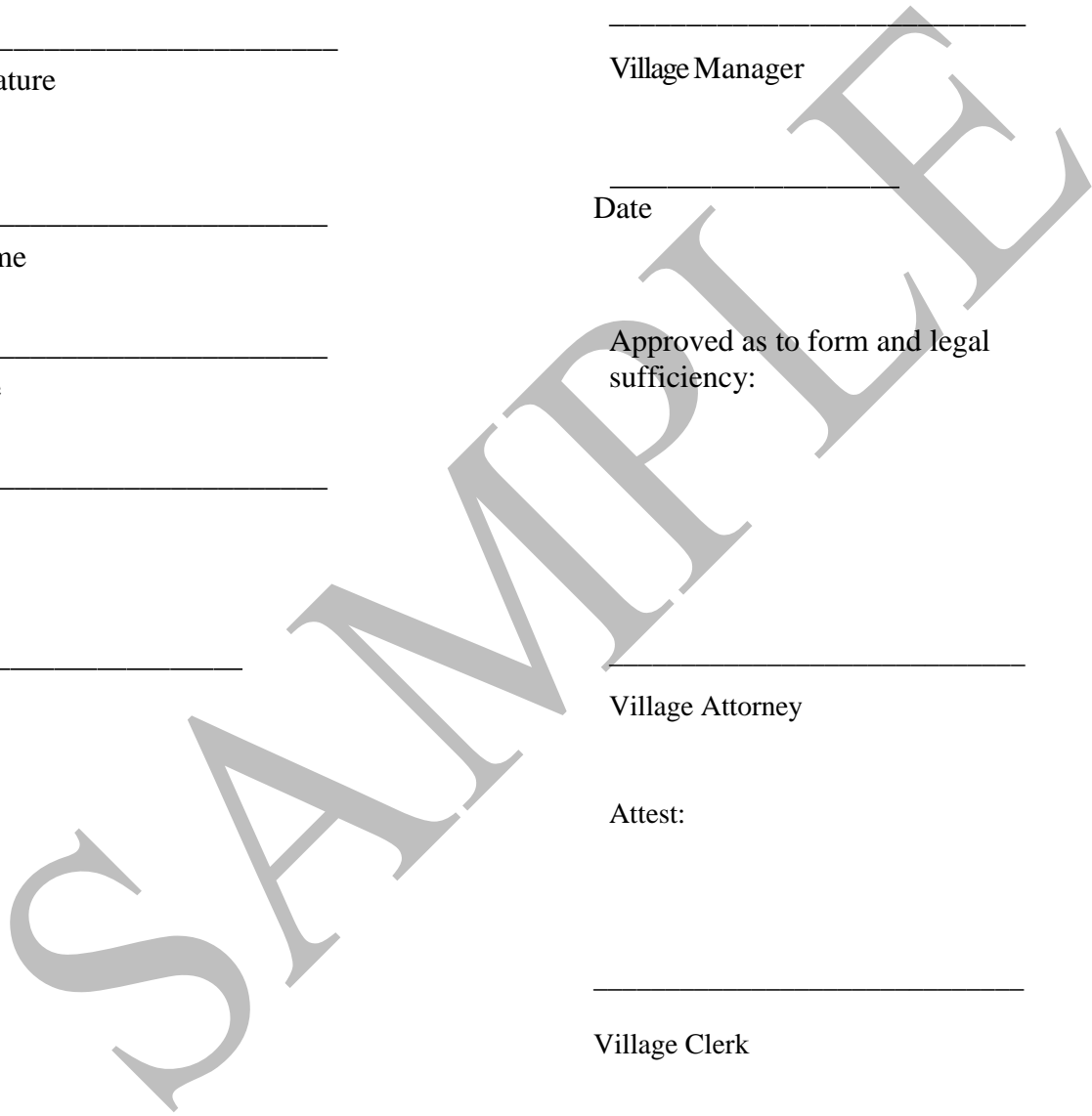
Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Village Attorney

Attest:

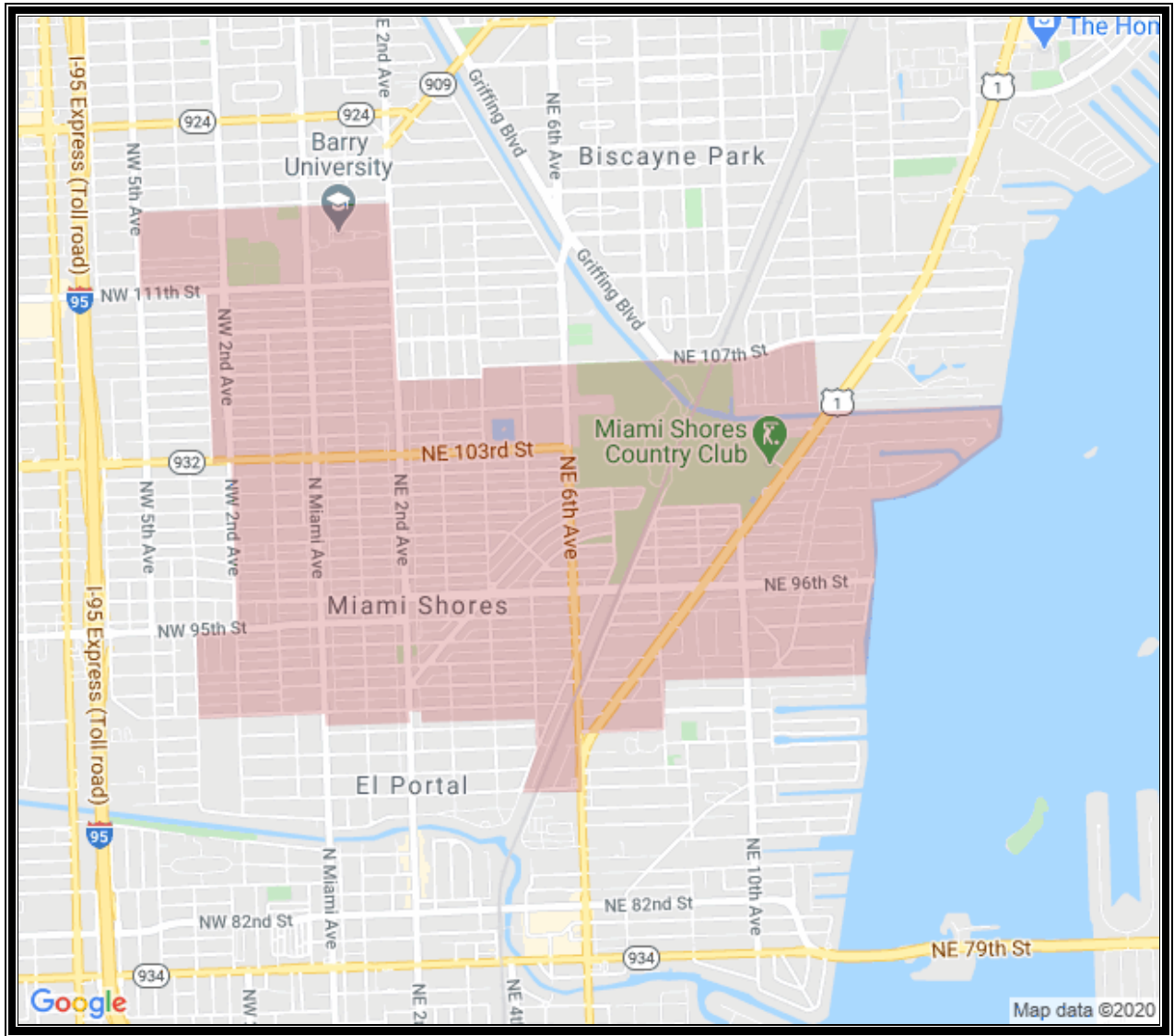
\_\_\_\_\_  
Village Clerk

Village Seal



# ATTACHMENT "A"

## MIAMI SHORES VILLAGE MAP





## ATTACHMENT "B"

### MAXIMUM NON-CONSENT TOWING RATES

#### \*PRIVATE PROPERTY\*

<b>Private Property Impound Tow</b>	
Class A	\$101.00
Rate if released on scene (drop rate)	\$50.50
Class B	\$165.00
Class C	\$235.00
Class D	\$300.00
<p>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, which begin to take effect once the vehicle has officially been stored on the grounds of the towing establishment. Pursuant to Section 713.78 (2), FL Statute, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.</p>	
<p><b>Administrative Fee</b>            After first 24 hours            All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.</p>	\$30.00
<p><b>Daily Indoor Storage – vehicles 20’ or less</b>            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.</p>	\$25.00
<p><b>Daily Indoor Storage – vehicles longer than 20’</b>            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.</p>	\$40.00
<p><b>Daily Indoor Storage – small personal vehicles</b>            (i.e., motorcycles, ATVs, 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.</p>	\$12.00
<p><b>Daily Outdoor Storage – vehicles 20’ or less</b>            After first 6 hours (Chargeable in 24-hour increments)</p>	\$20.00
<p><b>Daily Outdoor Storage – vehicles longer than 20’</b>            After first 6 hours (Chargeable in 24-hour increments)</p>	\$35.00
<p><b>Daily Outdoor Storage – small personal vehicles</b>            (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)</p>	\$10.00

## MAXIMUM NON-CONSENT TOWING RATES

**\*POLICE DIRECTED\***

<b>Police Directed Tow</b>	
Class A	\$127.25
Class B	\$208.65
Class C	\$296.50
Class D	\$377.50
<b>Per Mile Fee For Police Directed Tow (After first five (5) miles)</b>	
Class A	\$3.80
Class B	\$4.40
Class C	\$5.90
Class D	\$7.00
<b>Extra Time At Scene for Police Directed Tow</b>	
Class A	\$31.90
Class B	\$52.40
Class C	\$73.90
Class D	\$94.60
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
<b>Administrative Fee</b> After first 24 hours All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.	\$38.20
<b>Daily Indoor Storage – vehicles 20’ or less</b> 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.	\$33.90
<b>Daily Indoor Storage – vehicles longer than 20’</b> 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.	\$54.65
<b>Daily Indoor Storage – small personal vehicles</b> (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.	\$16.20
<b>Daily Outdoor Storage – vehicles 20’ or less</b> After first 6 hours (Chargeable in 24-hour increments)	\$27.60
<b>Daily Outdoor Storage – vehicles longer than 20’</b> After first 6 hours (Chargeable in 24-hour increments)	\$48.40
<b>Daily Outdoor Storage – small personal vehicles</b> (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	\$13.65

**Lowboy Services**

Tow Rate (hook-up and first ½ hour at scene)	\$296.50
Per Towed Mile After First Five (5) Miles	\$5.65
Extra Labor/Wait Time At Scene	\$73.90
<b>Hazardous material clean-up</b> (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.
<b>Dollies – Class A (Except Private Property Tows)</b>	\$44.30/per job
<b>Underwater Recovery Salvage Diver(s)</b>	
First Hour/Per Diver	\$158.65
Each Additional 15 Minutes after the first hour/per diver	\$40.00
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	