

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 18th day of September 2023, (the "Effective Date") by and between the City of Delray Beach, a Florida Municipal Corporation (the "City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Kauff's of Palm Beach, Inc. (the "Contractor"), a Florida Corporation authorized to do business in Florida whose address is 4010 Thor Drive, Boynton Beach, FL 33426.

WHEREAS, the City desires to retain Contractor to provide vehicle towing and storage services for the City of Delray Beach in accordance with the City's Request for Qualifications 2023-007 (the "RFQ") and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter to set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualification 2023-007, and the Contractor's response to the Request for Qualification, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

Contractor shall provide vehicle towing and storage services for City of Delray Beach in accordance with the Scope of Services, attached hereto and incorporated herein as Exhibit "A".

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Proposal, attached hereto and incorporated herein as Exhibit "A", according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: Kauffs of Palm Beach Inc.
4010 Thor Drive
Boynton Beach, FL 33426
Attn: Sean Loscalzo
Phone: 561-844-5283
Email: Nhunter@kauffstowing.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The Effective Date of this Agreement shall be as of the date it has been executed by both the parties hereto as stated above. Contractors transition period shall not exceed a thirteen (13) day transition period, Contract performance start date will be in effect as of October 1, 2023.

d. E-Verify. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years from the Effective Date. This Agreement may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms of this Agreement.

ARTICLE 6. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to towing services, specifically the Palm Beach County Code of Ordinances, the City of Delray Beach Code of Ordinances and all other federal, state, and local laws.

ARTICLE 7. EXTRICATION AND TRAINING VEHICLES

The Contractor shall provide approximately 35 vehicles per year for extrication training purposes for the Delray Beach Fire Rescue Department and Police Department. Vehicles provided shall have clear title and that may be used for the purpose of using extrication tools and techniques. The Contractor will drain all fluids from vehicle prior to delivery. The Contractor will be required to deliver the vehicles at the specified site location and retrieve the vehicles upon completion of the training, contractor will have five to ten (5-10) days' notice. Delivery timeframes for drop-off and pick up shall not be more than two (2) business days. In addition, the Contractor will provide, at the request of the City of Delray Beach Fire Department and Police Department, use of their storage facility as an extrication-training site.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH

By: [Signature]
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]
Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

By: [Signature]
Lynn Gelin, City Attorney



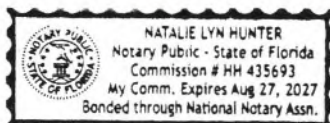
KAUFF'S OF PALM BEACH INC.

By: [Signature]
Print Name: Sean Lascazo
Title: Vice President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of September, 2023 by Sean Lascazo (name of person), as Vice President (type of authority) for Kauffs of Palm Beach (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification ☐
Type of Identification Produced _____



Natalie Lyn Hunter
Notary Public - State of Florida

EXHIBIT A

Annual Rate and Fee Increases shall follow Palm Beach County rates in accordance with Palm Beach County Ordinance 2022-021



Division of Consumer Affairs

Maximum Non-Consent Towing & Immobilization Rates

Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D 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: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) “extra time at scene” when a law enforcement agency is called/involved and when the officer’s name and badge number and detailed explanation is provided.	Flat Rate \$138 Flat Rate \$243 Flat Rate \$345 Flat Rate \$345
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$172 \$255 \$381 \$546
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.50 \$8.50 \$10.00 \$12.50
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$28
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$39
Daily outdoor storage - motorcycles, ATVs, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$17
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$39
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$56

*Daily indoor storage - motorcycles, ATVs, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$22
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Rate Type	Rate
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service
Administrative/Lien Fee – Applicable only after 24-hours from time of police report. Must show proof that ownership search is conducted, and police agency authorized the vehicle/vessel to be impounded or police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound. Fees in excess of this administrative/lien flat fee may be charged by the tow company for <i>actual expenses</i> incurred to meet requirements such as lien notification letters, certified mail receipts, advertisements or any other requirement as imposed by Section 713.78, Florida Statute so long as the tow company has detailed supporting proof of actual expenditures (i.e. invoices, bills, payments) and are kept on file with the tow company.	\$50 maximum flat fee plus actual 3rd party fees
After Hour Gate Fee – may not be applied between the hours of 7 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 1 hour after a vehicle has been impounded all other times when: <ul style="list-style-type: none"> a. Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel. 	\$39
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are in 15 minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible, photographs of the scene.	25% of applicable towing fee in 15 minute intervals
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	\$100 plus cost per hour (port-to-port)

Hazardous material clean-up 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
Credit Card Convenience Fee – fee that may be assessed and added to an invoice, if a credit card is used for the transaction. <i>The fee is intended to offset the cost associated with accepting credit card payments.</i>	Not more than 3% of the invoice
IMMOBILIZATION SERVICES	
Release of immobilization device(s) per vehicle	\$75

Rate Type	Rate
Credit Card Convenience Fee – fee that may be assessed and added to an invoice if a credit card is used for the transaction. <i>The fee is intended to offset the cost associated with accepting credit card payments.</i>	Not more than 3% of the invoice

The next adjustment will occur 10/1/2023 in accordance with the Towing and Immobilization Services Ord.

PROJECTED REVENUE

Annual Rate and Fee Increases shall follow Palm Beach County rates in accordance with Palm Beach County Ordinance 2022- 021.

Administrative fee on the price list offered to the City shall not exceed 25 percent (25%) of the maximum listed towing rate in accordance with Florida Statute 125.01047

Schedule A

Police Directed Tows	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Revenue to the City
Class A	\$172.00	1200	Per Tow	\$43.00	\$51,600.00
Class B	\$255.00	10	Per Tow	\$63.75	\$637.50
Class C	\$381.00	0	Per Tow	\$95.25	\$0.00
Class D	\$546.00	0	Per Tow	\$136.50	\$0.00
Mileage Fees	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Revenue to the City
Class A	\$7.50	N/A	Per Mile	\$0.00	\$0.00
Class B	\$8.50	N/A	Per Mile	\$0.00	\$0.00
Class C	\$10.00	N/A	Per Mile	\$0.00	\$0.00
Class D	\$12.50	N/A	Per Mile	\$0.00	\$0.00
Storage Fee	\$28.00	N/A	Per Day	\$0.00	\$0.00
Total Anticipated City Revenue					\$52,237.50

Schedule B

Relates to the amount of money the city will pay for City owned vehicles.

	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipate d Cost to the City
Class A	\$138.00	150	Per Tow	\$0.00		\$0.00
Class B	\$243.00	10	Per Tow	\$0.00		\$0.00
Class C	\$345.00	5	Per Tow	\$0.00		\$0.00
Class D	\$345.00	5	Per Tow	\$0.00		\$0.00
Special Events	Fixed County Rate	Estimated Annual Tows	UOM	City Collects per Tow	City Payout to Vendor	Anticipated Collection by the City
Class A	\$138.00	150	Per Tow	\$100.00	\$100.00	\$0.00
Class B	\$243.00	10	Per Tow	\$100.00	\$100.00	\$0.00
Class C	\$345.00	0	Per Tow	\$100.00	\$100.00	\$0.00

Class D	\$345.00	0	Per Tow	\$100.00	\$100.00	\$0.00
Mileage Fees	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipate d Cost to the City
Class A	\$7.50	450	Per Mile	\$0.00		\$0.00
Class B	\$8.50	30	Per Mile	\$0.00		\$0.00
Class C	\$10.00	15	Per Mile	\$0.00		\$0.00
Class D	\$12.50	15	Per Mile	\$0.00		\$0.00
<p>*For the above "Other Fees" the City will also pay a mileage charge based on the class of tow vehicle beginning outside of a fifteen (15) mile radius from the City borders. There would be one exclusion, the Plam Beach County Sheriff's office gun range located at 21500 Southern Blvd (twenty mile bend). The gun range would be at the \$50.00 flat rate, no mileage.</p>						
Other Fees (listed below)	Fixed County Rate	Estimated Annual Tows	UOM	City Rate per Tow		Anticipated Cost to the City
Tire Change-City Vehicle		15	Flat Rate	\$0.00		\$0.00
Jump Start- City Vehicle		10	Flat Rate	\$0.00		\$0.00
Gas Delivery- City Vehicle		5	Flat Rate	\$0.00		\$0.00
Lockout- City Vehicle		5	Flat Rate	\$0.00		\$0.00
Total Cost to the City						\$0.00
Total Revenue less of City Costs						<u>\$52,237.50</u>

END OF EXHIBIT A

RESOLUTION NO. 188-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH KAUFFS OF PALM BEACH INC. TO PERFORM TOWING AND STORAGE SERVICES PURUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-007; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (the "City") is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires vehicle towing and storage services (the "Services"); and

WHEREAS, the City desires to enter into an agreement with Kauff's of Palm Beach Inc. for the Services pursuant to Request For Qualifications No. 2023-007; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

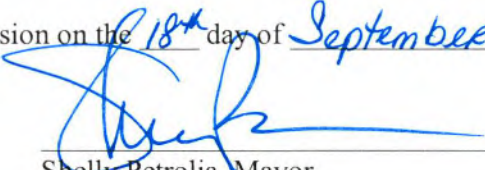
Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Kauff's of Palm Beach Inc, attached hereto and incorporated herein as Exhibit "A".

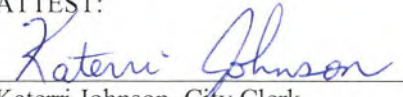
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals and take any and all actions necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

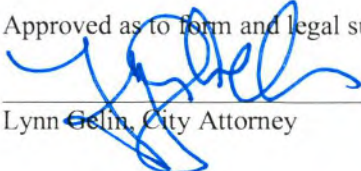
PASSED AND ADOPTED in regular session on the 18th day of September, 2023.


Shelly Petrolia, Mayor

ATTEST:


Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:


Lynn Gelin, City Attorney



CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Kauff's Towing Agreement

Department: Purchasing

Contact person: J. Burzynski

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☒

Renewal* ☐

Amendment* ☐

*Renewal: Only change is the agreement term
*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	article 5- 3 years
Termination Clause	w/ or w/o cause per RFQ
Renewal Clause	article 5- 2 add'l 1 yr periods
Insurance	City standard
Indemnification	City standard
Assignment	
Fiscal Funding Requirement	
FL. Public Records Provision (2016)	
Inspector General Provision	
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	
E-verify	

Business Principles:

Comments

Fees: Total Value	
Fees: Per Fiscal Year	

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	standard agreement based on RFQ with the addition of extrication services
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Lynn Gelin, Esq.

Reviewed and approved as to form and legal sufficiency only



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO THE AGREEMENT FOR VEHICLE TOWING AND
STORAGE SERVICES BETWEEN THE CITY OF DELRAY BEACH AND
KAUFF'S OF PALM BEACH, INC.

RFQ 2023-007

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO THE
AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES
BETWEEN THE CITY OF DELRAY BEACH AND KAUFF'S OF PALM BEACH, INC.

THIS AMENDMENT NO. 1 to the Agreement For Vehicle Towing And Storage Services, dated September 18, 2023, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444, and Kauff's of Palm Beach, Inc., (hereinafter referred to as "Contractor"), a Florida Corporation authorized to do business in the State of Florida, whose address is 4010 Thor Drive, Boynton Beach, FL 33426, is entered into this 8th day of December, 2023.

WITNESSETH:

WHEREAS, on September 18, 2023, the City entered into an agreement with Contractor for vehicle towing and storage services pursuant to RFQ No. 2023-007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to remove the exception to towing rates and storage rates during City special events.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Agreement is amended to include a new Article 8 to read as follows:

ARTICLE 8. TOWING RATES AND STORAGE RATES

Rates that may be charged by the Contractor for Vehicle Towing and Storage services shall be in accordance with the Palm Beach County Towing Ordinance. No other separate rates or fees may be charged and there shall be no exceptions for City special events.

3. All other references to towing rates for City special events are deleted.
4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Consultant hereto have executed this Amendment as of the day and year first above written.

CITY OF DELRAY BEACH

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

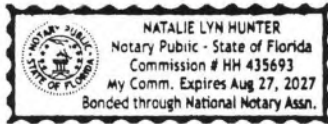
BY: Terrence Moore
Terrence Moore, ICMA-CM

Approved as to form for legal sufficiency:

Lynn Gelin For:
Lynn Gelin, City Attorney



KAUFF'S OF PALM BEACH, INC.



By: Sean Loscatzo

Printed Name

Title V. President

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of December, 2023 by Sean Loscatzo (name of person), as Vice President (type of authority) for Kauff's of Palm Beach Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Natalie Lyn Hunter
Notary Public – State of Florida

Solicitation RFQ 2023-007

Vehicle Towing and Storage Services

Bid Designation: Public



City of Delray Beach

Bid RFQ 2023-007

Vehicle Towing and Storage Services

Bid Number **RFQ 2023-007**
Bid Title **Vehicle Towing and Storage Services**

Bid Start Date **Feb 24, 2023 1:57:23 PM EST**
Bid End Date **Mar 29, 2023 2:00:00 PM EDT**
Question &
Answer End Date **Mar 20, 2023 5:00:00 PM EDT**

Bid Contact **Joel Burzynski**
Purchasing Agent
Finance
561-243-7153
burzynskij@mydelraybeach.com

Bid Contact **Peggy Cadeaux**
Purchasing Manager
Finance
561-243-7351
cadeauxp@mydelraybeach.com

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **120 days**

Bid Comments **Scope: The City of Delray Beach, Florida (City) is seeking proposals from qualified firm(s) to provide vehicle Towing and Storage Services for the Police Department, Neighborhood & Community Services Department, and all other City-wide needs. Firm(s) must be properly licensed to conduct towing services within Palm Beach County.**

The City will not hold a Pre-Proposal Conference. It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package.

Firms must be properly licensed to conduct towing services within Palm Beach County.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope (formerly BidSync) by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via Periscope.

BidSync is now known as "Periscope S2G, Supplier-To-Government" for vendors. Any reference to BidSync in this solicitation shall refer to "Periscope S2G, Supplier-To-Government."

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Proposals will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this RFQ. Late Bids will not be accepted. The City will only accept electronic bids for this RFQ.

Item Response Form

Item **RFQ 2023-007--01-01 - Vehicle Towing and Storage Services**

Quantity **3 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**

Code Enforcement Division

Community Improvement

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1

Police Headquarters

Police Department

300 W. ATLANTIC AVENUE

DELRAY BEACH FL 33444

Qty 1

Neighborhood Services

Community Improvement

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Rates that may be charged by the selected Proposer for Vehicle Towing and Storage services shall be in accordance with the Palm Beach County Towing Ordinance. Refer to Exhibit A: Palm Beach County Towing Fees for Non-Consent Tows in the solicitation document.

The City expects to need approximately 325 tows per year.



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING DIVISION

REQUEST FOR QUALIFICATIONS

RFQ NO.: 2023-007

Vehicle Towing and Storage Services

DUE DATE AND TIME: March 29, 2023 @ 2:00 P.M. (LOCAL TIME)

INSTRUCTIONS

Proposals must be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Qualifications (RFQ). Proposals will be accepted through a secure mailbox at Periscope Supplier-to-Government (S2G) (formally known as BidSync) ([www.Periscope S2G.com](http://www.PeriscopeS2G.com)) until the Due Date and Time indicated in this RFQ. Periscope S2G does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFQ submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFQ. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) Periscope S2G - www.PeriscopeS2G.com (b) Purchasing webpage on the City of Delray Beach [website](http://www.cityofdelraybeach.com); and (c) Request via email burzynskij@mydelraybeach.com.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. Periscope

S2G is an independent entity and is not an agent or representative of the City.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question and Answer" feature on www.PeriscopeS2G.com. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on March 20, 2023, at 5:00 P.M.(Eastern Time).

City of Delray Beach
RFQ 2023-007 Vehicle Towing and Storage Services



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 2023-007

Vehicle Towing and Storage Services

The City of Delray Beach, Florida ("City") is seeking proposals from qualified firm who can provide Vehicle Towing and Storage Services in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Request for Qualifications documents are available beginning February 24, 2023 on the Purchasing Division's webpage of the City of Delray Beach website at <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>, Periscope S2G at www.PeriscopeS2G.com (formally known as BidSync), by contacting the City Purchasing Division at burzynskij@mydelraybeach.com or by phone at 561-243-7153.

Proposals will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this RFQ. **The Due Date and Time for submission of proposals is March 29, 2023, at 2:00 PM (Eastern Time).** Late Proposals will not be accepted. **The City will only accept electronic Proposals for this RFQ.**

The City will not hold a Pre-Proposal Conference.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms as it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

City of Delray Beach
RFQ 2023-007 Vehicle Towing and Storage Services

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SECTION 1
GENERAL INFORMATION

- 1.1 A Pre-Proposal Conference will not be conducted.

END OF SECTION 1

SECTION 2 PROJECT OVERVIEW

- 2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Vehicle Towing and Storage Services in accordance with the terms, conditions, and specifications contained in this Request for Qualification (RFQ).
- 2.2 **TERM OF CONTRACT**
The Contract shall commence upon the date of the duly executed Agreement and shall remain in effect for an initial term of three (3) years.
- 2.3 **OPTIONS TO RENEW**
Upon mutual agreement of the City and the awarded Proposer, the Agreement may be renewed for (2) two additional, (1) one-year period(s).
- 2.4 **METHOD OF AWARD:**
The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, whom the City is able to negotiate an acceptable Agreement. The City intends to Contract with a single Towing firm which will provide Vehicle Towing and Storage Services.
- 2.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	February 24, 2023
b.	Institute Cone of Silence	February 24, 2023
c.	Non-Mandatory/Non-Mandatory Pre-Proposal Conference	N/A
d.	Deadline for Delivery of Questions	March 20, 2023 @ 5:00 PM
e.	Due Date and Time (for delivery of Proposals)	March 29, 2023, @ 2:00 PM
f.	Technical Evaluations	TBD
g.	Oral Presentations/Interviews (if conducted)	TBD
h.	Final Evaluations	TBD

2.5 MEETING LOCATIONS

- City Hall Conference Room - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- Swinton Operations Center (SOC) - Conference Room and Training Rooms - located at 434 South Swinton Avenue, Delray Beach, FL.

END OF SECTION 2

SECTION 3

SPECIAL TERMS AND CONDITIONS

3.1 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals from qualified firm(s) who can provide vehicle towing and storage services.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

3.2 ELIGIBILITY

To be eligible to respond to this Request for Qualifications and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

3.3 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

3.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

3.5 DEFAULT

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:
 - i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
 - ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
 - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

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- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

3.6 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The selected Proposer shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.
Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- b. **COMPREHENSIVE GENERAL LIABILITY**
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **AUTOMOBILE LIABILITY**
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

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d. GARAGE KEEPERS' LEGAL LIABILITY

The selected Proposer shall maintain Garage Keepers Legal Liability policy at a minimum level of \$250,000.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of B+ or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

3.7 PERFORMANCE BOND/LETTER OF CREDIT
Intentionally Omitted

3.8 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Proposer to perform the services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Proposal Evaluation period.

3.9 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Proposer.

3.10 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this Contract. The selected Proposer must perform the work with its own staff. During the performance of the Contract, the City may

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occasionally allow the selected Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

3.11 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

3.12 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 3

SECTION 4

SCOPE OF SERVICES

4.1 GENERAL INFORMATION AND BACKGROUND

The City of Delray Beach, Florida (City) is seeking proposals from qualified firm(s) to provide vehicle towing and storage services for the Police Department, Neighborhood & Community Services Department, and all other City-wide needs. Firm(s) must be properly licensed to conduct towing services within Palm Beach County.

4.2 EQUIPMENT REQUIREMENTS

The selected Proposer shall provide the minimum number of wreckers in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the selected Proposer is to provide them at no cost to the City. The City will be given preference on any call for service.

All towing vehicles and equipment shall be modern, commercially manufactured and in good mechanical condition. All towing vehicles must be equipped with a two-way radio capable of covering all assigned territory and the selected Proposer's storage facility/compound.

A. Class "A" Towing/Recovery Vehicle Specifications

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

B. Class "B" Towing/Recovery Vehicle Specifications

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

6. Two snatch blocks -eight (8) ton rating.
7. Floor lights on the hoist.

C. Class "C" Towing/Recovery Vehicle Specifications

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

D. Class "D" Towing/Recovery Vehicle Specifications

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW for single axle trucks and 58,000 pounds GVW for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturer rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure. Air brake system to supply air to disabled vehicles.
4. A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

E. Special Equipment

Equipment such as a motorcycle trailer, lowboy, air cushions, or major street clean up equipment is infrequently used. However, the selected Proposer shall have equipment immediately available.

Lowboy specifications:

Capable of transporting all large-scale Trucks at approximately 64,000 lbs.

- Air Ride Suspension
- Power winch, pulling capability 12,000 lbs. minimum for dead pull
- Air brakes with auxiliary air supply
- Low boy minimum 48' long and 102" wide.

F. Other Equipment

Four Wheel Drive vehicle with 4,000 lb. winch capacity for beach towing

4.3 MISCELLANEOUS REQUIREMENTS

- A. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the Florida Statutes.
- B. There shall be a rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
- C. Dollies for all vehicles except for Class "C" and roll back carriers.

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- D. At least one heavy duty push broom with a minimum width of 24 inches on each vehicle.
- E. Flood light on the hoist.
- F. Minimum of one square shovel per each vehicle.
- G. One crowbar or pry bar with a minimum length of 30 inches per vehicle.
- H. A minimum of one 5-pound CO₂, or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current inspection tag. The extinguisher must be mounted so as to be readily accessible on every vehicle.
- I. One pair of bolt cutters.
- J. One set of jumper cables per vehicle.
- K. One four-way lug wrench per vehicle.
- L. One flashlight per vehicle.
- M. Five 30-minute fuses per vehicle.
- N. One snatch block for each winch, manufacturers rating to match winch, except for roll back carrier.
- O. External air hookup and hoses for Class "C" trucks.
- P. Extra towing chain six to eight feet in length with hooks per vehicle.
- Q. At least six safety cones or triangle reflectors per vehicle.
- R. Fifty pounds of sand or suitable equivalent per vehicle.
- S. Motorcycle trailer.

The selected Proposer must have access to a certified scale capable of weighing vehicles involved in serious or fatal accidents at the request of the investigator.

After Hour Gate Fee: Applied outside of the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when:

1. Impounded vehicles are recovered by the owner or authorized driver/agent; or
2. The owner or authorized driver/agent wishes to recover property from an impounded vehicle.

Drop Rate Charge: When the vehicle owner or authorized driver/agent arrives at the scene prior to the vehicle being removed or towed from the property, the vehicle shall be disconnected from the tow truck and the vehicle owner or authorized driver/agent shall be allowed to remove the vehicle without interference upon payment of the drop rate charge.

Extra Time at Scene: First one-half hour to be included in the initial cost per call. Charges are in fifteen (15) minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the officer and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible, photographs of the scene.

Vehicle: Any mobile item which normally uses wheels, whether motorized or not. Throughout the document, reference to Vehicle shall also refer to vessel. Vessel means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water.

4.4 REQUIRED FACILITIES

The selected Proposer will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on twenty-four (24) hours, seven (7) days a week basis. The facilities must be sufficient size and capability to accommodate a wrecked, abandoned and otherwise towed vehicles during the term of the agreement until such vehicles are claimed by

the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning.

The selected Proposer must maintain a Principal Compound of not less than 50 vehicle capacities (meeting all required specifications outlined herein) within fifteen (15) miles of the City of Delray Beach City limits. The Principal Compound shall be open and manned for vehicle receipt or release Monday through Friday, 8:00 a.m. to 6:00 p.m. Any other times would be by appointment in which the After Hour Gate fee would apply. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of four (4) days or until released by the Police Department to permit Police personnel convenient access to such vehicles. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only.

The selected Proposer shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care. All property used for storage of vehicles shall be completely enclosed by a 6-foot-high fence topped with barbed wire or a painted 6-foot-high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle, or any property being stored inside. At City of Delray Beach direction, certain vehicles may be stored inside because of style and/or body type. The equipment and facilities described below are to be located at the Principal Compound that is to service this RFQ and subsequent agreement:

Inside Storage:

1. Paved floor, i.e., concrete or asphalt, free of dirt, standing water and vegetation.
2. Working area of 9' x 20' per vehicle with at least an 8' ceiling.
3. Electrical lighting source sufficient to permit processing of vehicle.
4. Hydraulic lift to permit inspection of underside of vehicle.
5. 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 Proposer's business.
6. Minimum of one outside window or ventilation system.
7. Inside storage to handle a minimum of six (6) vehicles, properly spaced to provide access for removal or addition of vehicles.

Outside Storage

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees, and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorm.
2. Must contain a minimum of fifty (50) spaces and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.
3. Must be protected with an alarm system, guard dog, or approved equal and enclosed with a solid wall or a substantial wire fence no less than six (6) feet in height.
4. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.
5. Contractor must provide outside storage, at outside storage rates, unless he/she receives written instruction from the city or vehicle Owner to provide inside storage for that vehicle. Owner is to be notified what the rates are for inside and outside storage.

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Office Facilities

1. To include telephone and rest room facilities and workspace such as a desk, phone, etc.
2. The office must be ADA accessible, in accordance with Federal ADA guidelines and laws.
3. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
4. To be separate from any other business or enterprise.
5. There must be: twenty-four (24) hour telecommunications system that is manned seven (7) days per week.

Crime Scene Storage

1. A storage facility for vehicles which have been marked "HOLD" by the Delray Beach Police Department relative to a crime scene investigation, shall be stored at the Contractor's principal Compound.
2. Any vehicle towed and stored as a result of the marked "HOLD" relative to a crime scene investigation shall be handled with gloves, i.e., cloth, rubber or leather, by the wrecker operator.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent, or by storage in a covered facility.
4. If laboratory work on a crime scene vehicle must be processed at the City of Delray Beach Police Headquarters, the crime scene vehicle shall be transported at no charge to the City. If more than one vendor is servicing the City, the vendor that originally delivered the vehicle shall be responsible for towing the vehicle for crime scene work.

Subsidiary Compounds

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

1. After vehicle is moved from the Principal Compound, the Proposer, at the request of the vehicle's owner or the Police Department, shall promptly return the vehicle to the Principal Compound for release to the owner or inspection by the Police Department at the Proposer's sole cost and expense. In the case of an owner's request the Proposer has the option of transporting the owner to the location of the vehicle at the Proposer's sole cost and expense.
2. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the Proposer.
3. Any changes to compound location must have prior written approval by authorized City staff.
4. All Proposer storage facilities shall be subject to inspection by the City Police Department to determine proposal responsiveness for each proposer. Storage facilities shall also be subjected to periodical inspection when deemed necessary by the Police Department, or other authorized City personnel, during the life of this contract.
5. Any discrepancies, in the sole opinion of the City, shall be submitted in writing to the Proposer and ten (10) days shall be allowed for the Proposer to correct the discrepancies, to the satisfaction of the City.

Storage location site shall meet or exceed Palm Beach County Towing Ordinance requirements and all applicable City/County zoning requirements.

4.5 COMMUNICATION STANDARD

The selected Proposer shall have a twenty-four (24) hour telephone number answered by an individual employed by the Proposer (no phone service or other similar subcontracted services) that has the ability to dispatch a tow truck and towing services. Proposer's call taker/dispatcher shall have radio or cell phone access to their service trucks.

4.6 TOWING RATES AND STORAGE RATES

Rates that may be charged by the selected Proposer for Vehicle Towing and Storage services shall be in accordance with the Palm Beach County Towing Ordinance. The only exception is during City special events wherein vehicles must be removed from the venue to either the City Hall North Parking lot or other designated location as determined by the City where the amount **shall be \$100 per tow**. No other separate rates or fees may be charged.

4.7 TOWING SERVICES

Police Directed

The selected Proposer shall tow vehicles incapacitated as a result of an accident or involved in a crime and the owner cannot or will not secure the services of his/her own towing service.

The selected Proposer will be given first call for all wrecker services requested by the City unless a motorist makes a specific request for another wrecker. The City reserves the right to request another wrecker service in an emergency situation. The selected Proposer shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the City. The charges will be in accordance with the proposed rate schedule. Vehicles towed and/or stored under the provisions of this contract shall only be taken to the approved storage location or to a location approved by the owner for a non "Hold" vehicle.

City Directed

The selected Proposer shall tow upon request of the Fleet Maintenance Superintendent or their designee any City-owned vehicle in need of a tow. This service includes but is not limited to towing vehicles to the nearest authorized repair center in Florida, auction sites, City facilities, or from an accident scene. The City will make all efforts to only request a tow for vehicles that are not road safe or cannot be driven on the roadway. The City expects to need approximately 325 tows per year.

Proposer is not required to provide towing or retrieval of vehicles/vessels sunken in lakes, canals, or the ocean at no charge. The City may request a quotation should this situation arise.

City Directed Confiscated by the Police Department

The selected Proposer shall tow upon request of the Police Department vehicles that are being confiscated due to an investigation. Vehicles shall be towed to a location designated by the City. Towing of City directed confiscations shall be at no charge to the CITY or the Owner unless the Owner is charged with a crime.

City Directed from a Parking Facility

The selected Proposer shall tow upon request vehicles parked in violation of lawfully posted restrictions in parking facilities located within the City of Delray Beach upon authorization of a Police Officer, Code Enforcement Officer, Park Ranger, Parking Enforcement Representative, or other City designated Official. Towing may only occur from location(s) where Proposer is named on the approved signage.

Towing – Code Enforcement

The selected Proposer shall furnish towing service for the removal of junk or abandoned vehicles on private and public property within the City limits whenever such services are dispatched or required by the City's Code Enforcement Division between the hours of 9:00am to 5:00pm. Property will be towed to the Code Enforcement impound lot located at the intersection of S.W. 4th Street and 3rd Avenue, Delray Beach, Florida 33444. Towing of Code Enforcement authorized removals shall be at no charge to the City. The owner shall be responsible for any towing and/or storage fees. The towing Contractor shall have salvageable rights to the junk vehicles towed

by the direction of Code Enforcement. The Code Enforcement Administration office is responsible for the City's impound lot.

4.8 STORAGE SERVICES

Police Directed

The selected Proposer shall provide inside and outside storage facilities and charges for the storage and processing of the impound in accordance with proposed rates.

City Directed

Storage of City Vehicles shall be at the proposed City Storage rate.

City Directed Confiscated by the Police Department

Storage of confiscated vehicles/vessels shall be at no charge to the City or Owner during the investigative period. The Police Department will provide notice to the Proposer upon completion of the investigation and date that the Owner has been notified by the City. Upon such notice, Proposer may start assessing charges for storage 24 hours from the date owner is notified by the City. The City reserves the right to require inside or outside storage.

City Directed from a Parking Facility

The selected Proposer shall provide inside and outside storage facilities and charges for the storage and processing of impound in accordance with proposed rates.

4.9 PERSONAL PROPERTY

The selected Proposer shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle(s) that he is directed to tow with a City police officer or the owner or possessor of the vehicle(s). Such inventory shall be made in triplicate and shall be maintained by the Proposer as a permanent record. One copy of the inventory shall be given to the owner/operator of the towed, if known, or securely attached to the vehicle, and one copy shall be retained by the City.

The selected Proposer shall allow the owner, or authorized agent of the owner of the vehicle, to remove unattached personal property from the vehicle on "one time" basis at no extra charge.

Personal property in the vehicle stored by the selected Proposer shall not be disposed of to defray any charges for towing or storage of vehicles without a Court Order.

The selected Proposer agrees not to undertake any repairs to or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or person entitled to lawful possession. The selected Proposer further agrees that when making any repairs, or rendering any estimates or invoices, it will abide by Florida Statutes relating to motor vehicles, towing, sales, repairs, maintenance, and service, which statutory sections are incorporated herein by reference and made a part hereof.

4.10 RESPONSE TIME

The selected Proposer shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by any authorized representative of the City.

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In the event that the call for a wrecker is for a non-emergency towing service of a City vehicle, then the response time shall be sixty (60) minutes or when advance notice is provided, Proposer shall perform the tow on the scheduled date and time. Proposer shall be ready with appropriate towing equipment to handle the call.

When the driver is present at the scene, the Proposer's representative shall provide to the driver of the vehicle being towed a contact card with their company information, driver name, and location where the vehicle is being towed to.

The selected Proposer assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines. The City may conduct periodic reviews of response time to verify that the Proposer is in Compliance

The following late fees shall apply to the Proposer, for failure to respond within the required time frame during the term of the contract:

1.	First Offense	Verbal warning
2.	Second Offense	A certified letter of warning
3.	Third Offense	\$100.00 late fee for each infraction or suspension, at the City's option
4.	Fourth Offense	\$500.00 late fee for each infraction or suspension, at the City's option
5.	Any Further Offense	\$1000.00 late fee for each infraction or suspension, at the City's option

If the Proposer can show extenuating circumstances beyond their control, Proposer may appeal a fine or suspension and submit to the City a written document clearly detailing extenuating circumstances beyond their control — i.e., Hurricane Debris, weather conditions, railroad crossing closed.

Written appeal shall be submitted to the attention of the Purchasing Manager, within five (5) days of offense letter from the City in order to be considered. The City Manager shall consider all appeals and the City Manager's decision shall be final.

4.11 SERVICE CALL CANCELLATION

The City reserves the right to cancel a request for services of the Proposer at any time, including up to the time of hook-up. The Proposer 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.

4.12 SITE CLEAN-UP

When towing vehicle(s) from the scene of an accident the selected Proposer will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the City or vehicle owner. Normal accident clean-up includes items such as oil dry, or other necessary chemicals to clean the site. If clean-up results in excess of thirty (30) minutes the vendor may bill the owner(s) of the vehicle(s) at the Palm Beach County rates.

In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional Proposer staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner. Such

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unusual circumstance would include the spillage of what the vehicle was hauling. The owner of the vehicle may be charged for clean-up of hazardous wastes, chemicals, construction debris and spilled loads. The City's Fire Department Incident Commander or other hazardous materials response team leader will coordinate any hazardous materials incident. All items shall be removed and disposed of in compliance with Department of Environmental Protection (D.E.P.) guidelines and amendments thereof.

4.13 COMPENSATION AND METHOD OF PAYMENT

- A. The selected Proposer shall charge for vehicle towing and/or storage in accordance with the schedule of rates attached **Exhibit A: Palm Beach County Towing Fees for Non-Consent Tows**, and made a part hereof by reference, as adjusted by Palm Beach County from time to time.
- B. The selected Proposer shall directly bill the vehicle owner/operator for towing and storage charges as may be applicable.
- C. Pursuant to Chapter 90 of the City of Delray Beach Code of Ordinances, as may be amended from time to time, the selected Proposer shall impose and collect a twenty-five percent (25%) Administrative fee or Charge on the registered owner or the other legally authorized person in control of a vehicle or vessel on behalf of the City.
- D. Proceeding the initial month of service, the selected Proposer shall submit a monthly reconciliation report of services rendered during the previous month along with the administrative Fee or Charge due by the fourteenth (14th) of the following month, and every month thereafter.

4.14 SELECTED PROPOSER'S RESPONSIBILITY

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Qualification.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

4.15 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

4.17 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with twenty-four (24) hours of notification from the City.

4.18 PROTECTION OF PROPERTY

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment

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for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff, or agents.

4.19 SECURITY AND IDENTIFICATION

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

4.20 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

END OF SECTION 4

SECTION 5 RESPONSE REQUIREMENTS

5.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

In addition to the information required in Section 4, Scope of Services, Proposers must submit the following information with their Proposals:

a. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify registration.

B. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies

Provide an executed copy of the Scrutinized Company Certification form.

- C. Proposer has no reported conflict of interests in relation to this solicitation.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

TAB 4 – FIRM INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- D. Contact information for Proposer's Corporate headquarters and any other office locations include the following:
- Address
 - City, State, Zip
 - Phone
- E. Contact information for Proposer's primary and secondary representative during this solicitation process.
- Name
 - Phone
 - E-mail
 - Mailing Address
 - City, State, Zip
- F. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the persons who are officers or principals of the company.

TAB 5 – EXPERIENCE, ABILITY AND REFERENCES

This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

- A. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
- B. The proposer must have a minimum of three (3) years of experience. Please provide proof of such experience as well as specific examples of similar contracts with other municipalities/government agencies.
- C. The firm must provide information on their proximity to and familiarity with the area in which the project is located.
- D. Please describe the past record of performance of the firm with respect to accessibility to city requests and customers, ability to respond to city calls within the given times, communication, and coordination skills.
- E. Identify the contact person and supervisory personnel who will work on the towing contract, including the relative experience of all professionals proposed for use on the team.
- F. Explain the ability and experience of the field staff with specific attention to project related experience.
- G. Please provide your general towing wrecker service license issued by Palm Beach County as well as driver training and accreditation.
- H. Please provide sufficient detail to demonstrate competency in the following areas:
 - a. Customer service, including customer service policies.
 - b. Record keeping, including customer billing, and related financial administration.
- I. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Delray Beach.
- J. Provide a minimum of five (5) client references for projects with similar scope, in the last five (5) years, who are agreeable to responding to an inquiry by the City. References should include the following information:
 - Client name
 - Client address
 - Client contact name
 - Client contact phone and fax numbers
 - Client contact email address
 - Description of all services provided
 - Performance period
 - Total amount of contract

TAB 6 - SIZE, DIVERSITY, CONDITION AND LOCATION OF THE FLEET

Please provide a complete listing of equipment and vehicles that will be utilized by Contractor during the provision of services as described in this solicitation; please indicate the type, year, manufacturer, and capability for each vehicle identified in the proposer response. Additionally, Contractor must specify the status of ownership for each vehicle identified. Please specify whether the vehicle is owned or leased by Contractor, or whether a certain vehicle would need to be obtained by Contractor pursuant to a subcontract or rental agreement.

In addition, please advise on the location in which the fleet would be kept, for instance if certain vehicles will be kept at a certain location, such as the Contractor's facility or sub contractor's facility, please specify those

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vehicles and locations. In addition, if any vehicles would generally be located within the City or surrounding areas during certain times, please specify those vehicles, locations and times.

TAB 7 – STORAGE FACILITY AND LOCATIONS

Contractor must currently own or lease the tow/storage lot (i.e., the proposed Compound) to which vehicles will be towed pursuant to this solicitation. In order to submit a proposal, the Contractor must have a valid lease for the length of the initial contract period or own the property where the business and/or storage lot is located. A lease contingent on the award of this contract does not qualify as a valid lease agreement. Contractor must submit as part of their proposal response a copy of the ownership or lease documents for the proposed tow/storage lot. Inspection of each tow/ storage lot shall be performed by the City prior to the contract award. The site visits shall be scheduled after the solicitation have closed and the Evaluation Committee has been designated.

Please identify Contractor's proposed tow/ storage location(s) and storage capabilities, including but not limited to:

- i. Whether the facility provides inside or outside storage.
- ii. Maximum number of cars that can be stored inside and/or outside.
- iii. Security measures taken at each location to ensure proper protection of all motor vehicles (ex. Alarm system, gate, wall with barbed wire).
- iv. Documents evidencing ownership or lease of the property.
- v. Contractor must submit detailed pictures of the facility/facilities, including but not limited to pictures of storage yard, towing vehicles, office spaces, etc.

TAB 8 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 8 of this solicitation.

END OF SECTION 5

SECTION 6 THE EVALUATION PROCESS

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, 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.

6.2 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 City 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 solicitation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Experience, Ability, and References	35
b. Size, Diversity, Condition and Location of the Fleet	35
c. Storage Facilities and Locations	30

6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used

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as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

- a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

SECTION 7 PROPOSAL SUBMITTALS

7.1 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 City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via web forms available on <https://www.periscopeholdings.com/s2g> when submitting an electronic proposal. Web forms require Proposers to use their <https://www.periscopeholdings.com/s2g> password to submit, which serves as a signature from Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Solicitation Summary
- j. Sample Performance Bond Format <Not Required – Do Not Submit>
- k. Sample Payment Bond Format <Not Required – Do Not Submit>
- l. Sample Letter of Credit Format <Not Required – Do Not Submit>

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name_____
Signature_____
Name and Title (Print or Type)_____
Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

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CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. 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 contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach, Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____
(name of person acknowledging).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

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TRUTH – IN – NEGOTIATION CERTIFICATE

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SAMPLE PERFORMANCE BOND FORMAT

Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Intentionally Omitted

SECTION 8 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and - _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2023-007 and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2023-007 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Qualifications, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Qualifications.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

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- i. As to the City: City of Delray Beach
 100 NW 1st Avenue
 Delray Beach, Florida 33444
 Attn: City Manager
- ii. with a copy to: City of Delray Beach
 200 NW 1st Avenue
 Delray Beach, Florida 33444
 Attn: City Attorney
- iii. As to the Contractor: _____

 Attn.: _____
 Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for _____ (__) years as of the effective date of this Agreement, and shall expire on _____, _____.

(The remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Shelly Petrolia, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification

Type of Identification Produced _____

Notary Public – State of Florida

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**SECTION 9
EXHIBITS**

9.1 EXHIBITS

Exhibit A: Palm Beach County Current Maximum Non-Consent Towing Rates

Palm Beach County

Current Maximum Non-Consent Towing Rates Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D 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: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) “extra time at scene” when a law enforcement agency is called/involved and when the officer’s name and badge number and detailed explanation is provided.	Flat Rate \$123 Flat Rate \$217 Flat Rate \$308 Flat Rate \$308
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$167 \$248 \$370 \$530
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.50 \$8.50 \$10.00 \$12.50
Daily outdoor storage - vehicles 25' or less after first 6 hours	\$25
Daily outdoor storage – vehicles longer than 25' after first 6 hours	\$35
Daily outdoor storage - motorcycles, ATV=s, scooters, other small personal vehicles after first 6 hours.	\$15
*Daily indoor storage - vehicles 25' or less after first 6 hours.	\$35
*Daily indoor storage - vehicles longer than 25' after first 6 hours. Applies to non-commercial vehicles only.	\$50
*Daily indoor storage - motorcycles, ATV=s, scooters, other small personal vehicles after first 6 hours.	\$20

END OF SECTION 9

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SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 DEFINITIONS

- a. Proposal: any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: person or firm submitting a response to this Request for Proposal.
- c. solicitation or Request for Proposal: this solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: describes the goods or services to be purchased and must be completed and submitted with the Proposal.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
- i. Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

10.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City solicitations, the City's professional staff, and the City Commission members.

10.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, 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 the solicitation document or in the addenda issued. Where there

appears to be a conflict between the 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 documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form when any addenda have been issued.

10.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

10.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

10.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

10.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

10.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment

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shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

10.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.

10.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

10.12 AWARD OF CONTRACT

- i. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- ii. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- iii. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- iv. The City will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- v. Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the solicitation.
- vi. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

10.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

10.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

10.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

10.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its

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best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

10.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

10.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

c. In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

10.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

10.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

10.21 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

10.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

10.23 SHIPPING TERMS

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

10.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

10.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City 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 the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection

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required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

10.26 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

10.27 MODIFICATION OF CONTRACT

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

10.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

10.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the

selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

10.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a 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.

10.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

10.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

10.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

10.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer

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shall not submit any information in response to this solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

10.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give

its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

10.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

10.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

10.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

10.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

10.40 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

10.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

10.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same

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purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

back-order items, and the number or quantity of items being delivered.

10.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

10.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

10.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

10.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

10.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

10.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any

10.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

10.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

10.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds

City of Delray Beach
RFQ 2023-007 Vehicle Towing and Storage Services

for further disqualification from participating in any future solicitations with the City.

are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

10.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

10.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

10.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

10.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

10.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

10.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

10.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

10.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

10.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

City of Delray Beach
RFQ 2023-007 Vehicle Towing and Storage Services

- 10.61 **TAXES**
The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.
- 10.62 **PROPOSER'S COSTS**
The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.
- 10.63 **SUBSTITUTION OF PERSONNEL**
It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.
- 10.64 **FORCE MAJEURE**
The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:
- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
 - b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.
- Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.
- 10.65 **NOTICES**
Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.
- Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.
- 10.66 **FISCAL FUNDING OUT**
The City's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 10

SECTION 11 SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFQ 2023-007

Title: Vehicle Towing and Storage Services

Due Date and Time: March 29, 2023, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ELECTRONIC COPY IN THE PROPOSAL.

SECTION 3
BID SUBMITTAL

This form is part of our original Bid/Proposal submittal package. Please also attach any additional information or documentation requested in this solicitation. There is no need to include the information sections of this solicitation in your Bid/Proposal submittal package.

INSTRUCTIONS

Seal Bids/Proposals must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com. **All Bids will be publicly opened** at City Hall unless otherwise specified.

All bids must be submitted to the BidSync website and include all the forms attached. For assistance with uploading, you may reach customer support at BidSync via Email and (800) 990-9339. If the Solicitation Summary is not included in the package, the City may deem the Bid/Proposal non-responsive. Bids/Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: RFQ 2023-007

Invitation to Bid Title: Vehicle Towing and Storage Services

Due Date and Time: Mar 29, 2023 @ 2:00PM EST

Name of Bidder (print or type)

BID/PROPOSAL SUBMITTAL

This form is part of your original Bid/Proposal submittal package. Please also attach any additional information or documentation requested in this solicitation. There is no need to include the informational sections of this solicitation in your Bid/Proposal submittal package.

INSTRUCTIONS

Sealed Bids/Proposals must be received on or before the due date and time (local time) via electronic submission at www.bidsync.com, or via hard copy at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids/Proposals will be publicly opened** at City Hall unless otherwise specified.

Each hard copy Bid/Proposal submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's/Proposer's name, return address, solicitation number, due date for Bids/Proposals, and the title of the solicitation. If the Solicitation Summary is not included in the package, the City may deem the Bid/Proposal non-responsive. Bids/Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

Solicitation No.:

Solicitation Title:

Due Date and Time:

Name of Bidder/Proposer

ACKNOWLEDEMENT OF ADDENDA

INSTRUCTIONS COMPLET PART I OR PART II, WHICHEVER APPLIES

PART I

List below that dates of issue for addendum received in connection with this solicitation.

Addendum #1, Dated	<input type="text"/>
Addendum #2, Dated	<input type="text"/>
Addendum #3, Dated	<input type="text"/>
Addendum #4, Dated	<input type="text"/>
Addendum #5, Dated	<input type="text"/>
Addendum #6, Dated	<input type="text"/>
Addendum #7, Dated	<input type="text"/>
Addendum #8, Dated	<input type="text"/>
Addendum #9, Dated	<input type="text"/>
Addendum #10, Dated	<input type="text"/>

PART II

☐ NO ADDENDUM WAS RECEIVE IN CONNECTION WITH THE SOLICATION

Frim Name

Signature

Name and Title

Date

SUBMITTAL SIGNATURE PAGE

By signing this document, the Bidder/Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Prompt Payment Terms: % days' net days

Signature:

(Signature of authorized agent)

Print Name:

Title:

Date:

By signing this document, the Bidder/Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS BID/PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S/PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS BID/PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders/Proposers must disclose within their Bid/Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's/Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid/Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid/Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder/sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. 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 contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE SELECTED BIDDER/PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELECTED BIDDER'S/PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

NON-COLLUSION AFFIDAVITSTATE OF COUNTY OF

Before me, the undersigned authority, personally appeared , who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is of , the Bidder/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No.: Title:

- b. He/She is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

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

- c. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder/Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the solicitation and contract for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Bid/Proposal or any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this day of 20 by , who is personally known to me or who has produced as identification.

SEAL

Notary Signature: Notary Name: Notary Public (State): My Commission No: Expires on:

TRUTH – IN – NEGOTIATION CERTIFICATE

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name:

Title:

Date:

Signature:

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page may be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids/Proposals, the City determines that the information contained in the electronic version of your Bid/Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid/Proposal NON-RESPONSIVE and remove your Bid/Proposal from further evaluation and consideration for contract award.

BID INFORMATION

Solicitation Number:

Title:

Due Date and Time:

Name of Bidder/Proposer:

Address

Contact Person

Bid/Proposal Amount (if applicable):

Authorized Signature:

Date:

By signing and submitting this Solicitation Summary, the Bidder/Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's/Proposer's Bid/Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID/PROPOSAL OR SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID/PROPOSAL SUBMITTAL THROUGH WWW.BIDSYNC.COM.

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company.

FID or EIN No.

Address.

City. State. Zip.

I, , as a representative of certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Printed Name

Title

Date

Question and Answers for Bid #RFQ 2023-007 - Vehicle Towing and Storage Services

Overall Bid Questions

There are no questions associated with this bid.