EMS TOWING INC.

2251 SW 66 TER
DAVIE FL. 33317

EMS TOWING INC. has provided towing services in Broward County since September 6Th 1989 in which I Scott Stringham soul owner and operator of EMS TOWING INC. purchased the company formerly known as Scotts Towing which has been in Broward County since the 1950s and has towed for the Florida Highway Patrol zone two since that time. Zone two runs from SR84 to Commercial Blvd. and from Fort Lauderdale Beach to 441. Recently EMS TOWING INC. has acquired all of Zone four (I-595), Zone six (I-75 from Miami to Toll Plaza), all of Zone seven (US-27 from West Palm Beach to Miami), and Zone eight (Alligator Alley to Mile Marker 25 to the county line).

EMS TOWING INC is one of Broward County's oldest towing and recovery companies. With experience of working with the Florida Highway Patrol. We have provided Broward County and its residents with 24 hour round the clock towing and recovery services. We have worked some of the most severe accidents in the most professional and timely manner to keep the roadways safe and open. EMS TOWING INC is uniquely qualified to effectively accommodate the needs of the City of Fort Lauderdale residents and visitors with our storage facility conveniently located on the S.E. corner of Sunrise Blvd. and I-95. We have one of the largest and most secure storage facilities in Fort Lauderdale with twelve foot high concrete walls and steal gates. We distinguish ourselves by recognizing the importance of customer courtesy, and customer satisfaction especially in time of trauma.

EMS TOWING IS DEDEICATED AND COMMITED TO PROVIDING THE BEST AND THE MOST PROFESSIONAL, EFFICIENT, COURTEOUS SERVICE IN A TIMELY MANNER TO ALL CUSTOMERS.

EMS TOWING INC.

2251 SW 66 TER.
DAVIE FL. 33317
954-524-7465
SCOTT STRINGHAM PRES.

FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER SERVICE TOWING

RFP-4530-16-JE NOVEMBER 03, 2016

CONTACT PERSON: SCOTT STRINGHAM CEL. 954-520-5801

EMS TOWING INC.

2251 SW 66 TER.
DAVIE FL. 33317
954-524-7465
SCOTT STRINGHAM PRES.

FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER SERVICE TOWING

RFP-4530-16-JE

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- Corporate information: page 4

FACILITIES AND EQUIPMENT

EMS TOWING INC has one of the most convenient and secure storage facilities in the City of Fort Lauderdale. Our main location is at 1800 W Sunrise Blvd. Fort Lauderdale, FL 33311 in which is conveniently located on the S.W. corner of Sunrise Blvd. and I-95. This facility has twelve foot high concrete walls with steel gates for great security. This storage yards ground is paved with eight inches of concrete to make it environmentally sound. This yard can hold up to 200 cars in our outside facility and has a garage with three bays 15k hydraulic lift in addition to this we also have an inside storage facility to accommodate an additional 20 vehicles.

EMS TOWING INC has a second location in which is located at 2251 S.W. 66Th TERR. (corner of SR84 and 66Th TERR.) This facility holds up to 100 vehicles outside and the inside storage facility holds up to 20 vehicles and also has a hydraulic lift. This facility has camera with a DVR system with high security lighting. This facility is manned 24 hours/ 7 days a week and also has a large customer waiting area. This facility is completely paved with asphalt and is secured by eight foot high chain link fence with barbed wire. This location is only a half mile from FT Lauderdale city limits.

EQUIPMENT AVAILABLE

EMS TOWING INC has some of the best commercially manufactured equipment available and is available at any time to handle any towing and recovery situation that may occur. List of equipment is as follows.

"O" IS OWNED "L" IS LEASED TO OWN

CLASS	GVW	OWN	TRUCKS
A	15K	O	1993 FORD F-450 SUPER DUTY WITH EAGLE WHEEL LIFT SELF LOADER
A	12.5K	O	2000 FORD F-350 EXTRA CAB WITH DIANAMIC WHEEL LIFT SELF LOADER
A	16K	O	2006 FORD F-450 SUPER DUTY WITH CHEVRON WHEEL LIFT SELF LOADER
A	19K	L	2008 DODGE 4500 WITH JERRDAN WHEEL SELF LOADER
B	23K	O	1999 BERING MD23 WITH VULCAN TWO CAR CARRIER FLAT BED
B	26K	O	2003 INTERNATIONAL WITH A 24' STEEL BED TWO CAR CARRIER
B	26K	O	2004 INTERNATIONAL WITH A 22' STEEL BED TWO CAR CARRIER
B	26K	O	2003 FORD F-650 SUPER DUTY WITH JERRDAN 22' TWO CAR CARRIER
B	26K	O	2006 CHEVY C5500 WITH DUAL TECH 22' STEEL TWO CAR CARRIER
B	26K	L	2007 CHEVY C5500 WITH JERRDAN 22' STEEL TWO CAR CARRIER
B	26K	L	2007 INTERNATIONAL WITH JERRDAN COUGAR 22' STEEL TWO CAR CARRIER
B	33K	L	2008 KW T300 WITH JERRDAN HEAVY EQUIPMENT / TWO CAR CARRIER
C	35K	O	1990 KW T600 WITH A NOMAR 20 TON WRECKER UNIT WITH UNDERLIFT
C	52K	O	1996 KW T600 WITH JERRDAN 35 TON WRECKER UNIT WITH UNDERLIFT

SPECIALIZED EQUIPMENT

BOBCAT WITH BUCKET AND FORK ATTACHMENTS

BACKHOE E555 FOR CLEAN UP AND RECOVERY WORK

6K FORKLIFT AND 10K FORKLIFT AVAILABLE

LANDOLL TRAILER FOR EQUIPMENT TRANSPORT

FORD F-750 DUMP TRUCK

GROVE THREE STAGE 30 TON CRANE ALL WHEEL STEERING ON OR OFF ROAD USE

COMPANY REFERENCES

Florida Highway Patrol

Duty Officer Supervisor: Berenice Mccall

Address: FHP Building 9330 Lake Worth Service Plaza

Mile Post 94

Florida Turnpike

Lake Worth, FL 33467

Phone: (561) 357-4013

25 years working for the Highway Patrol

Florida Department Of Transportation

Mark Johnson

Address: 5548 NW 9TH AVE

FT Lauderdale, FL 33311

Phone: (954) 459-5498

22 years working for DOT

Company References Continued

Florida Highway Patrol

Lt. Hingson

Address: 14190 WEST ST RD 84

Davie, FL 33325

Phone: cell: (561) 215-8752

Office: (954)-837-4011

25 years working for the Highway Patrol

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

E M S TOWING INC.

Filing Information

Document Number	L13672
FEI/EIN Number	65-0157696
Date Filed	09/06/1989
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	04/21/2008
Event Effective Date	NONE

Principal Address

977 NW 19 AVE
FORT LAUDERDALE, FL 33311

Changed: 03/15/2005

Mailing Address

977 NW 19 AVE
FT. LAUDERDALE, FL 33311

Changed: 03/11/2013

Registered Agent Name & Address

954-520-5801

STRINGHAM, SCOTT
977 NW 19 AVE
FT. LAUDERDALE, FL 33311

Address Changed: 03/11/2013

Officer/Director Detail

Name & Address

Title PSD

STRINGHAM, SCOTT
977 NW 19 AVE
FT. LAUDERDALE, FL 33311

Annual Reports

Qualifications and Experience

Tab 8

QUALIFICATIONS AND EXPERIENCE

In 1989 when I-95 was under construction EMS TOWING INC was hard at work we did about 3 severe heavy duty truck accidents a week including tractor trailer roll overs, jack knife, head on collisions, and over the wall accidents, ect.. EMS TOWING INC was responsible for recovery and clean up in hundreds of traumatic accidents. Due to the high rate of speed on I-95 the accidents and traffic homicides we worked were often very severe in nature. This has given EMS TOWING INC some of the best training that any company could experience. We also have training courses distributed By: International Recovery Associates, Inc. and Wreckers International that our operators are able to review to increase their knowledge of towing and recovery. Having 25 years of this type of experience within this industry gives EMS TOWING INC the edge over its competition.

EMS TOWING INC has light, medium and heavy duty trucks including a landoll, fork lifts, a bobcat, a backhoe, a dump truck and an all-wheel steering three stage crane. With this equipment and our professional operators there is no scene that EMS TOWING INC could not attend to in the quickest response time and use impeccably safe recovery techniques.

Thank you for giving EMS TOWING INC the opportunity to submit its response to the City of Fort Lauderdale RFP. We look forward to working with the City of Fort Lauderdale.

Scott T Stringham President

EMS TOWING INC.

1800 W SUNRISE Blvd.

Fort Lauderdale, FL 33311

Florida Department of Transportation
Office of Motor Carrier Compliance

Certificate of Attendance

Presented to

In recognition and appreciation for attendance of the Intrastate New Entrant Safety Information Seminar on June 26, 2010 in Pompano Beach, Florida.

MOTOR CARRIER COMPLIANCE
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Colonel David A. Dees
Director

Certificate of Membership

This is to Certify that

EMS TOWING INC.

Is a member in good standing of the

Florida Tow Truck Association, Incorporated

Objectives

To support and uphold the aims and purposes of the Florida Tow Truck Association, Incorporated.
To promote greater knowledge of the automotive and towing industry throughout the state.
To promote personal acquaintances and friendly relations between all members.

Florida Tow Truck Association
ftta
sheltering the towing and automotive industry

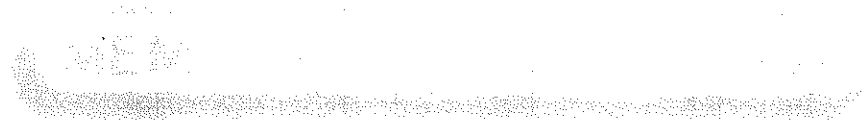
President

Ruth E. Sandow
Secretary

)

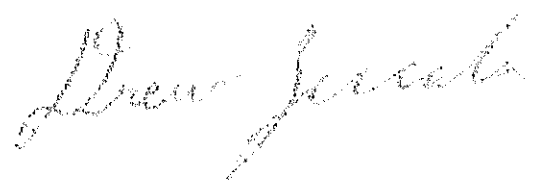
)

)



[illegible] HOLDINGS INC.

27TH APRIL 2011



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CHARLES H. BRONSON
COMMISSIONER
DIVISION OF LICENSING

ISSUE DATE: 10/01/10

LICENSE NO. R 1000010

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING OCTOBER 01, 2013

RECOVERY AGENCY

EMS TOWING, INC.
977 N.W. 19TH AVENUE
FORT LAUDERDALE, FL 33311

STRINGHAM, SCOTT T.
PRESIDENT

Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER

DIRECT PROTECTIVE SERVICES
RS2800001
Certificate of Completion

is hereby granted to

Scott Stringham

to certify that he has completed to satisfaction the

40 Hour Recovery Agent Training Course
As required by the State Of Florida
Division Of Licensing

Granted: January 07, 2010

Richard W Pare
Instructor
RI2800003

Company Profile

Certificate of Appreciation

EMS Towing

In recognition of your generous contribution to our
Fire Prevention Day Extravaganza 2005

Given this 9th day of November, 2005

Donald A. Haupt, Fire Chief

Fort Lauderdale Police Department

presents this

Certificate of Appreciation to

Mr. Scott Stringham

President, EMS Towing

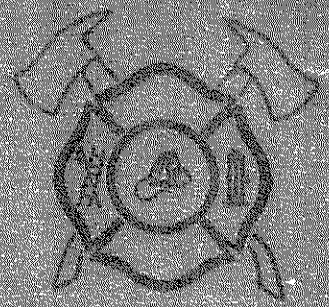
for outstanding contributions to the

Special Investigations Division

Street Narcotics Unit, Raiders

Captain Al Roberts

Sergeant Franklin Adderley



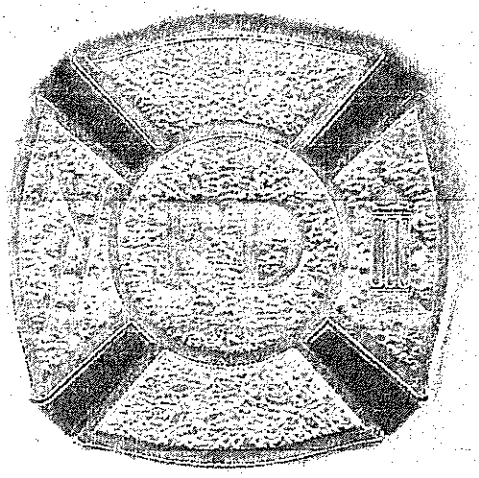
In Grateful Appreciation to

Mr. Scott Stringham, President

EMS Towing, Inc.

Providing Outstanding Assistance & Support
with Vehicle Extrication Training
on Behalf of
Fort Lauderdale Fire-Rescue Department

Otis J. Latin, Sr. Fire Chief
September 7th, 2000



EMS TOWING

SCOTT STRINGHAM

FAITH MANNING, JAMIE RANFT

&

ALL THE DRIVERS

In recognition for their unselfish efforts
in assisting our training program.
A special THANK YOU for helping our Firefighters
increase their skills in vehicle extrication
which, in turn, can help save lives of citizens
in our communities.

THANKS!

SINCERELY,

LT. J. CAMPIGOTTO

CHIEF C. FARANDA

LAUDERHILL
FIRE-RESCUE DEPARTMENT

17
POLICE
POLICE

EMS TOWING INC.

2251 SW 66 TER
DAVIE FL. 33317

COMPANY PROFILE

Legal Name: EMS TOWING INC.

Location: 1800 W Sunrise Blvd.

Fort Lauderdale, FL 33311

Telephone Number: 954-524-7465

Fax Number: 954-763-2805

Email Address: emstowing@aol.com

Date Incorporated: September 6Th of 1989

Hours of operation : 24 Hours / 7 days a week/ 365 days a year

Licenses: All in current standing

EMS TOWING INC is solely owned and operated by Scott Stringham.

Phone Number; 954-520-5801 cell#

COMMUNITY INVOLVEMENT

EMS TOWING INC has been assisting the City of Fort Lauderdale's Police Department Undercover unit (formerly known as the Raiders) on the war on drugs by donating special vehicles and helping find confidential informants willing to assist the police department in helping maintain the safety of the City of Fort Lauderdale's children, residents and visitors.

Provided vehicles to the Fort Lauderdale Police Departments Tactical Team to be used in undercover and staging operations.

Assisting City of Fort Lauderdale Fire Department by contributing hundreds of vehicles and one of our storage facilities for their use in their extrication training program.

Also donating vehicles to Safety Solutions for higher level extrication training for Fort Lauderdale Fire Fighters whom are working towards achieving higher certifications in which helps them to achieve promotions which in term helps the continued safety of our city.

EMS TOWING INC.

2251 SW 66 TER
DAVIE FL. 33317

COMMUNITY INVOLVEMENT CONTINUED

Provided a locked storage yard to the City of Fort Lauderdale Public Works Department when they were working on the N.W. section of Fort Lauderdale storm water drain project. Their clean fill was being stolen at night so we provided a secure location so they could complete their project.

EMS TOWING INC has also contributed a modified flatbed tow truck with a driver to be used in the Sistrunk Parade.

Donated generators to law enforcement to be used during the hurricane.

Provided assistance to the media. When ABC News came to Fort Lauderdale to shoot an episode on how to escape from burning buildings and how to free yourself from a locked trunk or a car submerged in a body of water. EMS TOWING INC donated the vehicles used for the episode as well as technical support and training.

These are just a few things to illustrate EMS TOWING INC'S commitment and support within the city of Fort Lauderdale.

Solicitation RFP-4530-16-JE

Agreement for City-Wide Wrecker Towing Services

Bid Designation: Public

City of HOLLYWOOD FLORIDA

City of Hollywood, Florida

Bid RFP-4530-16-JE
Agreement for City-Wide Wrecker Towing Services

Bid Number	**RFP-4530-16-JE**
Bid Title	**Agreement for City-Wide Wrecker Towing Services**
Bid Start Date	**Oct 12, 2016 12:28:44 PM EDT**
Bid End Date	**Nov 3, 2016 3:00:00 PM EDT**
Question & Answer End Date	**Oct 27, 2016 5:00:00 PM EDT**

Bid Contact **Janice English**
954-921-3345
JENGLISH@hollywoodfl.org

Bid Contact **Jenny Castano**
Procurement Specialist
954-921-3553
jecastano@hollywoodfl.org

Bid Contact **Paul Bassar**
Contract Compliance Officer
954-921-3015
pbassar@hollywoodfl.org

Description
The City of Hollywood, FL is seeking Request for Proposals (RFP) from qualified firms to establish multi-year Franchise Agreement(s) for a City-wide Wrecker Towing Service for the removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic accident or for non-consensual removal of vehicles from public streets and areas within the City.

Franchise Agreement for City-Wide Wrecker Towing Services
Solicitation: RFP-4530-16-JE

Issue Date: Wednesday, October 12, 2016
Closing Date: Thursday, November 3, 2016

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): EMS towing inc. Federal Tax Identification Number: 65-0067721

If Corporation - Date Incorporated/Organized: 9-6-1989

State Incorporated/Organized: FLORIDA

Company Operating Address: 977 NW 19th AVE

City Ft Lauderdale State FL Zip Code 33311

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: Scott Stringham Email Address: EMSTowing@AOL.com

Phone Number (include area code): 954-524-7465 Fax Number (include area code): 954-763-2805

Company's Internet Web Address: EMS Towing

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Scott Stringham PRES 11-2-16

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: Scott Stringham PRES.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED 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 OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City

Bid/Proposal Name: Franchise Agreement for City-Wide Wrecker Towing Services
Bid/Proposal Number: RFP-4530-16-JE
Bid/Proposal Opening Date: 11/3/2016

Firm Name/Address: _____

_____

_____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One (1) original
Six (6) Copies
One (1) complete electronic copy (Flash-drive)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibly for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at http://www.hollywoodfl.org/ConeOfSilence

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

PROCUREMENT SERVICES CONTACT INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Contract Compliance Officer, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

AND IN SECTION 1.23 OF GENERAL TERMS:

NARRATIVE OR PURPOSE:

The City of Hollywood, FL is seeking Request for Proposals (RFP) from qualified firms to establish multi-year Franchise Agreement(s) for a City-wide Wrecker Towing Service for the removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic accident or for non-consensual removal of vehicles from public streets and areas within the City.

1.0 GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at **hollywoodfl.org** to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

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

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

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

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier)

purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

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

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

B. The Proposer misstates or conceals any material fact in the proposal, or if

C. The proposal does not strictly conform to the law or requirements of the RFP, or if

D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.

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

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

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

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

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

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

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

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.

B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

C. All manual signatures must have the name typed directly under the line of the signature.

D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

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

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Contract Compliance Officer, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.
Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

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

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 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 from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in

Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

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

1.35 PUBLIC ENTITY CRIMES

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

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

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

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

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

2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

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

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

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for 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 award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

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

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 Combined Single Limit.

D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

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

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

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

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

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

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

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

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

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

1.59 MUTUAL OBLIGATIONS

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

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

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

1.60 SUBCONTRACTUAL RELATIONS

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

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

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

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

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

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one

percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material suppler.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

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

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

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

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

3. Cancel orders;

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

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

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

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

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

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

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

1. The Proposer has not delivered deliverables on a timely basis;

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

3. The Proposer has failed to make prompt payment to subproposers or suppliers for any dervices;

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

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

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

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

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

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

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

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

1.64 REMEDIES IN THE EVENT OF DEFAULT

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

A. Lost revenues;

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

C. Such other damages that the City may suffer.

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

1.65 BANKRUPTCY

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

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.67 VERBAL INSTRUCTIONS PROCEDURE

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

1.68 E-VERIFY

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

1.69 BUDGETARY CONSTRAINTS

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

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

PART I:

1. PURPOSE:

The City of Hollywood, FL is seeking Request for Proposals (RFP) from qualified firms to establish multi-year Franchise Agreement(s) for a City-wide Wrecker Towing Service for the removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic accident or for non-consensual removal of vehicles from public streets and areas within the City.

2. BACKGROUND:

To be considered responsive to this RFP, proposers must comply with all of the minimum requirements set forth in this document. The City reserves the right to negotiate with any or all of the responsive proposers.

3. ELIGIBILITY:

To be eligible to provide towing services for the City, the Franchisee must demonstrate that they have successfully completed services similar to those specified in this proposal. The Franchisee must be regularly engaged in the towing business within the geographic boundaries described herein, have prior successful experience in providing similar services during the past five (5) years, have satisfactory financial support, required equipment, adequate storage, and staff organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract within one (1) month of proposal due date. Franchisee shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. Franchisee shall submit three (3) offers to the City indicated on Cost Proposal Page for Franchisee fees: 1) Submit offer which does not preclude Franchisee from performing private tow services. 2) Submit offer to the City which prohibits private tows by the Franchisee during the term of this agreement. Franchisee shall not engage directly or indirectly or through any subsidiary or other entity in the automobile repair or automobile paint and body repair business. 3) Submit offer to the City which reduces or eliminates any storage charges assessed against victims of auto theft or vehicle burglaries. This offer can either include or prohibit private towing – but in either case, the offer shall disclose whether private towing is allowed or prohibited. Franchisee has not been in default of payment to any municipality or government entity within the past five (5) years.

4. RESERVATION FOR REJECTIONS AND AWARD:

The City of Hollywood reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City reserves the right to award contract(s) to one or more firms, whichever is the most advantageous to the City.

5. COMMUNICATIONS:

Franchisee shall provide a Computerized Dispatch System which has the ability to track real-time timelines. The communications system shall be between Franchisee's based station and service trucks that provide towing services for the City. The communication system shall be regularly checked and remain fully operational during the term of the Agreement. The Computerized Dispatch System must be able to provide reports to City officials as needed.

6. STORAGE FACILITIES:

Proposer shall identify their office facilities and storage facilities that must be located within the geographic boundaries outlined in the attachment (Geographic Boundaries Map). Said facilities need not be completed or functional at time of proposal submission. However, facilities shall be completed and fully operational within thirty (30) days after award of franchise. Only those locations currently zoned for a storage facility of the type required herein can be considered for any recommendation and award. Proposer must demonstrate how they have control of property being proposed for the storage facility.

6.1 OUTSIDE FACILITIES:

Franchisee shall have available "outside storage" for a minimum of two hundred fifty (250) vehicles with sufficient spacing between each stored vehicle to conduct an inspection of each vehicle. Said storage area will be enclosed in accordance with applicable zoning requirements to assure maximum security for stored vehicles. The Franchisee shall provide storage for towed vehicles in the outside-enclosed area unless specific written instructions are given for inside storage by the owner of the vehicle and such inside storage is available. Vehicles designated for outside storage shall be charged at the outside storage rate. If the Franchisee

prefers to use inside storage, he shall not charge a higher rate than the outside storage rate.

6.2 INSIDE FACILITIES:

Franchisee shall have available "inside storage" for a minimum of twenty-five (25) vehicles which are of a body type or of a condition which is such that inclement weather could result in damage thereto. Said area shall include an operational lift station which shall be enclosed by solid walls, roof and access door. Said area will be secured from unauthorized persons. No storage space or area shall be used unless prior written approval is obtained from the Police Department. Unless otherwise authorized by the City Manager or his designee, all vehicles towed at the request of the Police Department, Parking Enforcement Division or Code Enforcement Division are to be stored at the Franchisee's storage facility.

6.3 IMPOUNDED VEHICLE STORAGE (POLICE HOLDS):

Franchisee shall provide a completely enclosed storage area for at least four (4) vehicles. Said area shall consist of roof, solid walls and access to have a secure locking device on the entry to secure the area from unauthorized entry at all times, and will open only to authorized Police Officials. The enclosed storage area(s) shall conform to OSHA safety standards for vehicle maintenance areas with respect to lighting and ventilation. Franchisee shall have (1) vehicle lift station capable of lifting up to a 25,000 lbs. vehicle if necessary.

6.4 OFFICE FACILITIES:

Franchisee shall have an employee on duty at the storage facilities in the office, during regular business hours, for immediate response to calls for service or for release of vehicles. The office is not to close during these hours. An employee shall be on call, near Franchisee's office, twenty-four (24) hours a day seven (7) days a week. If an employee is needed for a call, a replacement must be provided to keep the office open. In addition, the Franchisee shall provide a desk, chair and telephone for Police use by the Police Chief, or his/her representative, or other law enforcement officer, during the above stated office hours, for inspection of records and vehicles. The rest room(s) and wash-up facilities shall be kept in a clean, sanitary condition.

6.5 FACILITIES LOCATION CHANGES:

In the event all storage facilities of the Franchisee are filled to capacity, the Franchisee shall not be relieved of responsibility to perform and is required to make such arrangements for storage as will fulfill the requirements of the City. All storage space used, which is not listed in the original proposal, must meet the requirements of the Franchise Agreement. No storage space or area shall be used or changed unless prior written approval is obtained from the Police Department. Storage area(s) must be within the geographic boundaries as delineated by the City of Hollywood.

7. TOWING SERVICE:

Requests for public towing service and removal of traffic hazards shall be routed through the Police Department, the Parking Enforcement Division and/or the Code Enforcement Division. The Police Department, the Parking Enforcement Division and/or the Code Enforcement Division reserves the right to cancel a request for services from Franchisee at any time, including up to time of hookup. Except in situations where a vehicle has a police hold, if the registered owner or other legally authorized person in control of the vehicle arrives at the scene prior to the removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one half of the posted rate for such towing service for which a receipt shall be issued, unless that person refuses to remove a vehicle which is otherwise illegally or unlawfully parked. The Franchisee agrees that the mere response to a service call scene without other action does not constitute a service for which charges are applicable. All vehicles being towed to Franchisee's storage compound shall be taken directly to that area. Nothing herein will prevent the owner of a vehicle from selecting his/her own tow service. However, the Officer on the scene may take any action deemed necessary to clear the scene, including, but not limited to, cancellation of a non-franchised wrecker up to time of hook-up upon an unreasonable delay or an emergency condition. The location of the towed vehicles must be retained in the designated compound and removed only with proper authorization from the City of Hollywood Police Department.

***SHOULD FRANCHISEE FURNISH A WRECKER IN A HIGHER CLASS THAN THE ONE REQUIRED FOR A PARTICULAR CLASS OF VEHICLE, THE ONLY CHARGES THAT WOULD BE AUTHORIZED WOULD BE THOSE FOR THE PROPER CLASS OF WRECKER FOR VEHICLE BEING TOWED.**

An owner of a vehicle shall be allowed to remove personal unattached property from their vehicle on a "one time" only basis at no additional charge. An additional charge of $20.00 may be assessed for each subsequent request to remove personal unattached property. No other charges may be imposed.

The City reserves the right to negotiate with Franchisee for the transport and disposal fees of non-vehicles and vessels including but not limited to, golf carts, mowing equipment, generators, compressors, skid steer loaders, ATV's, trencher, and forklifts.

7.1 TOWING PROCEDURES FOR POLICE PROCESSING:

Vehicles impounded for evidentiary purposes, an investigative confiscation, or other police hold pursuant to Police Department instructions may be stored for a period of up to five (5) working days, excluding weekends and holidays, at no charge to the City of Hollywood. After that time, if the vehicle needs to be held pursuant to a police hold for a longer period of time, the Police Department may have the vehicle removed by the Franchisee to a City storage facility without charge to the City. If the vehicle needs to be held pursuant to a police hold for a longer period of time, the Police Department, Parking Enforcement Division and/or Code Enforcement Division shall provide the Franchisee with written notification to continue the hold and either remove the vehicle or retain the vehicle at the Franchisee lot. Under circumstances when the vehicle needs to be stored at the Franchisee lot beyond the five (5) day period, the Franchisee may charge the City a $5.00 a day storage fee. No additional fees listed in the rate schedule may be added to the $5.00 per day storage fee. If a Franchisee does not receive written notification to continue a vehicle hold, the Franchisee may release the vehicle to the owner/lien holder pursuant to F.S. 713.78. A Franchisee must notify the Police Department of an impending release of a vehicle with a police hold prior to releasing the vehicle to the owner. If the Police Department has the vehicle removed from a Franchisee's lot and the vehicle is subsequently released to the owner, the owner will be responsible for the initial tow and storage for the number of days the vehicle remained at the Franchisee's lot. This will not

include the tow to or from a City storage facility. All holds must include the following:

1. Name of City Division authorizing tow.
2. Date and time the hold is placed on the vehicle.
3. A general description of the vehicle, including color, make, model, body style and year, VIN, registration plate with state and year, and validation sticker number with state and year.
4. The specific reason for placing the hold.
5. The condition of the vehicle.
6. The location where the vehicle is being held.
7. The name, address and phone number of the tow company storage facility.

7.2 TOWING OF VEHICLES SEIZED FOR FORFEITURE:

Vehicles seized for forfeiture pursuant to Police Department order may be stored for a period of up to, but not more than, thirty (30) calendar days without charge to the City. After that time, if forfeiture proceedings are to be instituted, the vehicle may be removed and transported to a City storage facility by Franchisee at no cost to the City.

7.3 TOWING OF CITY OWNED AND LEASED VEHICLES:

City owned or leased vehicles shall be towed/retrieved by the Franchisee at no cost.

7.4 DELAYS:

The Franchisee shall respond to requests for service within thirty (30) minutes of the receipt of request for service. If longer than thirty (30) minutes, a penalty may be imposed. The penalty shall be $50.00 unless the Franchisee has good cause in the opinion of the Police Department

Representative (Contract Administrator). Penalty fees may be imposed following written notification of any delay of service beyond thirty (30) minutes.

8. CLEANUP AND DEBRIS REMOVAL:

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Officer.

8.1 REMOVAL OF HAZARDOUS WASTE SPILLS:

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Department. The Franchisee must ensure all tow truck operators that perform hazardous materials cleanup meet all training and prescribed requirements of all applicable laws, rules and regulations. In addition, it shall be the responsibility of the Franchisee to properly dispose of all hazardous materials and debris in accordance with all applicable laws, rules and regulations. An additional fee may be charged for hazardous material removal in accordance with the current rates set forth by Broward County Ordinance.

8.2 VEHICLE IMPOUNDMENT ORDINANCE HOLD:

In cases where a vehicle has a police hold pursuant to the City of Hollywood Vehicle Impoundment Ordinance, Franchisee is required to reduce removal, towing and storage charges when so ordered by the City's Special Master.

9. PROTECTION OF VEHICLES AND PROPERTY:

In addition to the responsibility of providing security for stored vehicles, Franchisee shall assume responsibility for any articles of value left in the vehicle and listed on the property receipt form. Franchisee shall replace any such article upon verification of the loss by the designated investigative person representing the Police Department. Franchisee shall assume total responsibility to ensure at time of tow that impounded vehicles shall remain in the same condition and retain the same equipment. The Franchisee shall also assume responsibility for any articles of value left in the vehicle and listed on the Vehicle Inventory Receipt. Any complaints concerning thefts from a stored vehicle will be

investigated by the Police Department and appropriate action taken. Provisions under this section do not preclude any aggrieved party from seeking remedy in the appropriate court.

9.1 WEATHERPROOFING OF VEHICLE:

If, in the opinion of a Franchisee and with the concurrence of the owner and/or the Police Department, the vehicle requires special weather protection, the Franchisee will so note it on the vehicle storage receipt and the Franchisee shall be required to completely cover the vehicle with a weatherproof material and shall be allowed to charge a onetime fee for this service per Broward county Ordinance. No additional charges will be allowed.

10. RELEASE OF VEHICLES:

The Franchisee shall directly release any vehicle which has not been marked "hold" provided that the proper proof of identification and ownership is presented and payment of appropriate fees is received. Any vehicle tow which is marked "hold" will not be released without written authority from the Police Department. The Franchisee shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or lien holder of the vehicle, or to the authorized agent of such person. The vehicles released by the Franchisee shall be delivered to the public right of way at no additional charge. This shall include the use of any necessary equipment. Vehicles shall be available for release between the hours of 7:00a.m. and 7:00 p.m., Monday through Friday, excluding holidays.

10.1 All motor vehicles which have not been reclaimed must be disposed of according to applicable State, City and County laws.

11. VIEWING OF IMPOUNDED VEHICLES:

Franchisee agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of Franchisee. Franchisee shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of

any charges. The vehicle's owner or representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, tools, etc., and Franchisee shall assist any vehicle's owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by Franchisee.

12. EQUIPMENT AVAILABILITY:

If Franchisee sub-contracts, Franchisee is still responsible for meeting all of the requirements of these rules and regulations.

12.1 Franchisee must have adequate up-to-date equipment capable of handling all types of vehicles in the safest possible way and in any situation that may arise.

12.2 Franchisee shall use all appropriate equipment and safety procedures required to provide the services required of this contract. Failure to use proper equipment and safety precautions for each tow or retrieval constitutes a violation of the contract.

12.3 Franchisee shall be responsible for all damages resulting from use of improper procedures and/or equipment.

12.4 Each Franchisee shall have available the following types of equipment:

WRECKERS (TOW TRUCKS)

All wreckers will be registered and shall have appropriate licenses to operate as wreckers. The Franchisee's towing license number shall be displayed on the front of the vehicle in letters at least three (3) inches high. The company name (or name of Joint Venture) shall be displayed on the driver and passenger side of the vehicle in letters at least three (3) inches high. The Franchisee's address (or address of Joint Venture) and telephone number shall be displayed on driver and passenger side of the vehicle in letters at least two (2) inch high. The Franchisee shall produce evidence of ownership or valid 1st party lease of the required number of Class "A", Class "B", Class "C" and Class "D", and slide back car carriers. Each Franchisee shall maintain mobile communications equipment between its truck and base stations. All equipment shall be maintained in a state of readiness for response as delineated in this Contract and be for the sole use of the City. The Franchisee agrees to have no markings on vehicles that indicate or tend to indicate any official relationship between the Franchisee, the Police

Department, Parking Enforcement Division, Code Enforcement Division or the City of Hollywood.

13. EMPLOYEES:

Upon commencement of the Franchise, the Franchisee shall submit to the City's Contract Administrator a list of all current employees and any new personnel, including full name, home address, date of birth and proof of current valid Florida driver's license. Furthermore, Franchisee shall supply the same information to the Contract Administrator within forty-eight (48) hours of the hiring and separation of said employees.

13.1 The owners of the company or the officers of the company (if a corporation) and the company shall be responsible jointly and severally, except as expressly prohibited by law, for the acts of their employees while on duty.

13.2 It is the intent of the parties hereto that the Franchisee shall be legally considered as an independent operator and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall not be legally responsible for any act, omission, negligence on the part of said Franchisee, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

14. SIGNAGE:

Franchisee must post a City approved sign indicating charges authorized by the City, in accordance with this Agreement. The sign must be minimum one (1) inch lettering and permanently and conspicuously posted in the area where the charges are paid to the Franchisee.

14.1 The Franchisee acknowledges it is an independent contractor and not an authorized agent, partner, affiliate, joint venturer or representative of the City. The City is not responsible or liable for the acts, omissions, debts or default of the Franchisee or its employees.

14.2 Franchisee agrees that its tow sites or issued correspondence will not indicate any official relationship between the Franchisee and the City of Hollywood.

15. FORMS:

The Franchisee shall provide standardized, printed, sequentially numbered, City approved triplicate receipt forms listing the nature of the work performed. The rate schedule shall be printed on each copy of the form. A sample form has been attached to this proposal.

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

A. Date of Service Call.

B. Service call number assigned by City.

C. Location where tow originated and destination.

D. Vehicle VIN number.

E. Vehicle make and model.

F. Vehicle license number.

G. Driver's name and I.D. number.

H. Reason for the tow such as: accident, parking, road blockage, City vehicle, confiscated, abandoned/derelict, etc.

I. Breakdown of all towing, recovery, or storage charges.

The following information shall be printed or stamped on the invoice/receipt and provided to owner when vehicle is picked up:

A. A policy statement concerning rates, policies, and procedures provided by the City.

B. A list of all approved rates.

C. City telephone numbers for questions or complaints regarding the contract. (The type size and content of this information is subject to City approval.)

16. REPORTS AND OWNER NOTIFICATION:

The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer on scene will be responsible for obtaining the information required on the vehicle towing/storage receipt for all titled vehicles. The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer is required to submit a report describing the circumstances requiring the dispatch of a tow truck. The wrecker driver shall not remove a vehicle from the scene without a copy of a fully executed and legible receipt. If, at the time of removal, the name of the registered owner of the vehicle is not available, it shall be the responsibility of the Police Department to supply this information to the Franchisee upon request. If the state of registration is unknown, the Franchisee shall make a good faith effort to notify any potential owner or lien holder, and such notice shall be given with a reasonable period of time from the date of storage. Good faith effort means the following has been performed by the Franchisee to establish ownership or interest in the towed vehicle:

1. Check of vehicle for any type of tag, tag record, temporary tag, or regular tag.

2. Check of Law Enforcement Report for tag number, if the vehicle was towed at the request of a Law Enforcement Officer.

3. Check of trip sheet or tow ticket indicating if a tag was on vehicle at beginning of tow.

4. If there is no address of the owner on the impound report, check of Law Enforcement Report to see if an out-of-state address is indicated from the driver license information.

5. Check of vehicle for inspection sticker or other stickers and decals that may indicate a state of possible registration.

6. Check of the interior of the vehicle for any papers that may be in the glove box, trunk, or other areas for a state of registration.

The Franchisee shall maintain a separate log of vehicles in which the owner or lien holder cannot be determined. This log shall be maintained at the tow location listing the date, time, method of notification, location towed from and total towing and storage charges.

16.1 The Franchisee shall maintain, at his/her place of business, a file that will contain:

- Vehicle towing/storage receipt of each vehicle on premises towed under this franchise and proof of ownership notification and invoice of charges for all vehicles released. These receipts will be maintained sequentially according to the Police Case Number, Parking Enforcement Division Case Number or Code Enforcement Case Number.
- Log of all calls for service on a monthly basis.
- Notification log indicating date, time and method of notification to the registered owner of a towed, stored vehicle.
- Copies of all release forms.
- Copies of all forms pertaining to the disposal of vehicles not claimed by owner(s).
- A log indicating vehicles to be auctioned, date of auction, name and address of owner and/or lien holder, and date contacted.

16.2 The Contract Administrator reserves the right to examine any and all records relative to the franchise agreement, and said files and logs shall be available for inspection and checking during normal working hours, during the entire term of this agreement and for three (3) years thereafter.

16.3 The Franchisee shall supply to the City:

- Copy of public notice of sale prior to date of sale, a detailed listing of vehicle serial numbers, tow receipt number, year, make and model number of vehicle, moneys received, purchaser's name and address.

- Copy of paid towing/storage receipt on a monthly basis identified by the towing receipt number.

- Monthly summary report, ten (10) days following the end of the previous month, identifying all services provided (towing and service calls) to include vehicle type, vehicle manufacturer, license tag number, service provided, date and time service provided, total cost of service and invoice number. A separate report shall be submitted for City owned equipment.

16.4 ETHICS AND CONDUCT:

The Franchisee shall conduct its business in an orderly and ethical manner at all times and shall use every means to obtain and keep the confidence of the general public. All public contact shall be in a courteous and orderly manner. The Franchisee shall not divulge any information with respect to a towed vehicle when such vehicle has a police hold. Anyone wishing to obtain information on a vehicle with a police hold shall be referred to the Police Department.

16.5 SUSPENSION:

Should at any time during the term of this contract, including any option terms, the Franchisee be found in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the Franchisee until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves right to terminate for cause. Should at any time during the term of this contract the Franchisee or its principals become the subject of a criminal investigation, the City Manager or his designee shall have the right to suspend the Franchisee until the outcome of any pending investigation including trial should one result. Upon termination of the criminal investigation that does not result in criminal charges, the City at is sole discretion may cancel the contract or reinstate the contract. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Franchisee, the City in its sole discretion may cancel the contract or reinstate the contract.

17. PUBLIC ENTITY CRIMES:

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

18. COMPLAINTS AND DISPUTES:

Any complaints received by the City concerning misconduct on the part of a Franchisee, such as excessive charges, poor business practices, damage to vehicles, etc., shall be referred to the Contract Administrator who shall notify the Franchisee of any complaints within five (5) business days after receipt of the complaint unless a criminal investigation is anticipated. The Franchisee shall submit a written response to the particular complaint to the Contract Administrator within five (5) business days upon notification of the complaint. A written disposition of the complaint will be forwarded to the Franchisee and complainant upon completion of an investigation. Any complaints concerning theft from a stored vehicle shall be investigated by the Police Department and appropriate action taken.

19. TERM OF FRANCHISE:

The Franchise agreement period is for five (5) years, with (1) option for renewal for an additional five (5) year period, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City and as soon thereafter as approved by the City Commission of the City of Hollywood.

19.1 DEFAULT AND CANCELLATION:

The occurrence of any of the following events shall constitute cause for canceling the Agreement, and the Agreement shall in fact automatically terminate upon the following:

- Failing to respond three (3) times during the course of any year to City's request for tows.
  (A delayed response in excess of thirty (30) minutes may not be considered a failure to respond.)

- Failing to submit the franchise payment in timely fashion.

- The Franchisee filing an Adjudication of Insolvency, reorganization or bankruptcy.

- Abandonment of the premises or discontinuance of operation.

- The making of a general assignment for the benefit of creditors.

- Exceeding rates authorized by this Agreement.

- An unsatisfactory annual review (by the Contract Administrator) specifying anyone of the following:

  1. Deficient performance.
  2. Criminal Conduct.
  3. Violations of State, Federal or Municipal Laws or Regulations.
  4. Sustained complaints of rude or discourteous service.

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

COST PROPOSAL PAGE

20. FRANCHISE FEE:

State the franchise fee to be paid to the City each year, total must be stated:

1st Year $ 100,000.

2nd Year $ 100,000.

3rd Year $ 100,000.

4th Year $ 100,000.

5th Year $ 100,000.

TOTAL FOR FIVE (5) YEAR AGREEMENT $ 500,000.
(Excluding Private tows)

20.1 State the franchise fee to be paid to the City each year, total must be stated:

1st Year $ 120,000.

2nd Year $ 120,000.

3rd Year $ 120,000.

4th Year $ 120,000.

5th Year $ 120,000.

TOTAL FOR FIVE (5) YEAR AGREEMENT $ 600,000.
(Including Private tows)

20.2 State the franchise fee to be paid to the City each year, total must be stated:

1st Year $ 120,000.

2nd Year $ 120,000.

3rd Year $ 120,000.

4th Year $ 120,000.

5th Year $ 120,000.

TOTAL FOR FIVE (5) YEAR AGREEMENT $ 600,000.

(Fees that reduces or eliminates any storage charges assessed against victims of auto theft/vehicle burglaries).

21. COMPETENCY OF FRANCHISEE:

Pre-permit inspection of the existing or proposed facilities will be made after the submission of application. Applications shall be considered only from firms experienced in the towing business, and who can produce evidence that they have an established and satisfactory record of performance and have available the required equipment location, size and site and organization sufficient to ensure that they can properly execute the services required:

- To receive consideration, applicant must identify a base of operation and an auto pound location within the boundaries specified in attachment (Geographic Boundaries Map).

- Applicant must have all necessary County and local licenses and permits as may be required to operate the type of requisite business.

- The applicant is presumed to be familiar with all laws, ordinances, rules and regulations that may, in any way, affect the work. Ignorance of the foregoing on the part of the applicant will in no way relieve it from responsibility.

- Franchisee shall provide standardized, printed sequentially numbered, City designed invoice forms listing the nature of the work performed, for the exclusive use of Police tows, Parking tows or Code Enforcement tows. A legible invoice shall be made for each and every vehicle towed.

- Franchisee shall keep on file for three (3) years copies of all paid invoices, together with Vehicle Storage Receipts and any and all impound logs filed by sequentially incident numbered forms. These records shall be subject to inspection by designated City representatives during normal business hours.

- Franchisee shall comply with all written procedures as issued jointly from time to time by the Parking Enforcement Division, the Police Department and the Code Enforcement Division, which will facilitate the release of towed and/or impounded vehicles to the owner.

21.1 MAXIMUM ALLOWABLE RATES:

The City shall establish maximum rates consistent with the maximum rates established by or in accordance with the Broward County Ordinance, attached and incorporated as Attachment "A", for providing towing, removal and storage services for wrecked or disabled vehicles removed from accident scenes, and non-consensual removal of vehicles from public streets and areas within the City. Franchisee shall not charge in excess of the maximum rates established by the City and consistent with maximum rates established in accordance with the Broward County

Ordinance. The City has exclusive authority to alter, revise, increase or decrease rates due to consumer price index adjustment.

21.2 POSTING AND PROVIDING APPROVED TOWING RATES:

Franchisee shall prominently post near the cashier's location, at his Principal Compound or any compound where pickup of vehicles occurs, a list of all current towing and storage rates approved in this contract. A City approved schedule of fees containing these rates shall also be available for owner's review in each vehicle to be towed.

22. VEHICLE CLASSIFICATIONS:

For charges as stated herein, fees charged shall be based on gross vehicle weight as set forth in accordance with Broward County Ordinance:

22.1 Towing Charge(s) - Maximum fee to be charged for towing each class of vehicle as set forth in the Broward County Administrative code. This maximum fee shall include services associated with towing, winching, waiting time, overturning or use of a dolly or flatbed for any vehicle subject to tow.

*Cancellation after tow services engaged (vehicle not towed from scene) only half of the towing fee may be collected.

22.2 Storage Charge(s) - Maximum fee to be charged for storage of each class of vehicle for each twenty-four (24) hour period, or portion thereof, after first six (6) hours, which is included in the above maximum towing fee as set forth in the Broward County Administrative Code.

*Vehicles subject to forfeiture will not accrue storage or towing charges for the first thirty (30) days of storage.

22.3 Towing outside City limits - Mileage rate for towing City vehicles outside of the City limits is established as $2.00 per mile. If requested, this is in addition to the towing charge. There shall be no mileage charge within the City limits.

22.4 Service-call fees other than towing - A tow or hook-up fees and service-all fees are separate items. A service-call fee can be charged in addition to the tow service rendered, i.e. repair flat or start vehicle. Any service call

fee must be approved by vehicle owner prior to service provided. Service call fees are set forth in the Broward County Administrative Code.

22.5 ADMINISTRATION (AFTER 24 HOURS):

Administrative charges referred to and include verification of a vehicle identification number, search of vehicle for ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters, preparation of vehicle for auction. Franchisee must actually perform research to determine ownership of and notification to vehicle owner. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report and must be made available upon request. Administrative charges shall not be imposed on vehicles with a police hold until or unless the hold is removed and such administrative services become applicable.

23. RESPONSIBILITY FOR PAYMENT:

The motor vehicle owner or legally authorized representative is responsible for payment of charges imposed by the Franchisee in accordance with the rate schedule. The City shall not be responsible for any charges imposed for towing and storage, or for securing payments due Franchisee upon vehicle release authorized by the City.

24. FORWARDING OF TOWING RECEIPTS TO POLICE DEPARTMENT:

Franchisee shall be responsible for forwarding copies of all vehicle tow receipts for vehicles released on a monthly basis, together with a copy of a completed numbered invoice for each vehicle, no later than the 5th day of each following month. Franchisee shall also provide City, on a monthly basis, a log of all calls for service listing the following:

- A log of all vehicles with police holds.
- An impound/notification log for the previous week.
- A log completed prior to vehicle auctions.

24.1 REPORTS:

Franchisee will make all vehicle tow information continuously available on a Microsoft Excel spreadsheet that can be sent via E-mail to the Police Department Contract Administrator. The spreadsheet shall include the following:

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

1. Date of tow.
2. Service call number assigned by HPD.
3. Type of tow such as accident, parking, abandoned, City vehicle, etc.
4. Total cost of tow.
5. License plate number.

Vehicle Release Report, to include:

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

25. ASSIGNMENT:

The Franchisee shall not assign, transfer, convey, sublet or otherwise dispose of this permit, or of any or all of its rights, title or interest therein or its power to execute such permit to any person, company or corporation without prior written consent of the City. City may impose, as a condition to its consent to any assignment, that the proposed assignee sign as assumption/assignment

agreement assuming the performance of every term and condition herein and other terms stipulated by the City.

26. RELATION OF CITY:

It is the intent of the parties hereto that each Franchisee shall be legally considered as an independent Franchisee and that neither he nor its employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Franchisee, its servant or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

27. CHANGES IN RULES AND REGULATIONS:

If the City deems it necessary to add, change or delete franchise rules or regulations, it may be done through approval of the City Commission. Under no conditions can a Franchisee charge a fee in excess of the rate schedule or not contained in the rate schedule without the recommendation and approval of the City Commission.

28. ANNUAL PERFORMANCE REVIEW; INSPECTIONS AND AUDITS:

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

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

29. GENERAL TERMS:

29.1 Any vehicle released at the scene by a Parking Enforcement Specialist, a Code Enforcement Officer or a Police Officer may be towed to any location at owner or driver's request at towing rates in accordance with the Broward County Administrative Code.

29.2 Nothing herein will prevent the owner of a vehicle from selecting its own tow service.

29.3 Franchisee shall abide by all applicable State, County and Municipal laws and regulations regarding impoundment and storage of vehicles.

30. TREATMENT OF CRIME VICTIMS:

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

30.2 The Franchisee shall specifically identify the towing and storage charges, if any, that will be assessed against a vehicle owner whose vehicle was reported stolen before the vehicle was towed. If the victim of a vehicle theft will be charged the same fee as every other vehicle owner, the Franchisee will specifically disclose this fact in the proposal.

31. CASH PROPOSAL DEPOSIT AND PERFORMANCE DEPOSIT:

The City requires a cash deposit in the amount of one thousand (1,000) dollars in the form of a cashier's check, certified check, cash or money order, made payable to the City of Hollywood, to be submitted with your proposal. If the successful proposed franchisee fails to enter into a franchise agreement with the City due to fault of the proposer, this proposal deposit will be forfeited to the City of Hollywood without recourse. Deposits of the unsuccessful proposers will be returned within ten (10) working days after the award of agreement or rejection of all proposals by the City Commission. The cash deposit of the successful proposer shall be deposited by the City and become part of the cash performance deposit as stated herein.

The proposer awarded any resulting franchise shall furnish to the City as of the date of agreement, a cash performance deposit equal to the last monthly franchise payment, which is to be held by the City in a non-interest bearing escrow account, during the term of this agreement, to insure that the franchisee makes prompt monthly payments as provided by the contract. The City may draw against the performance deposit and assess a 1 1/2% penalty charge any time that the franchisee is ten (10) days late in providing its required payment(s). Additionally, the cash performance deposit will also insure that the franchisee provides prompt response to Police requests to tow vehicles and provide the services herein agreed to. In the event that said franchisee fails to answer a call within thirty (30) minutes of being dispatched to open the compound, or to respond to a call for wrecker with sufficient equipment to remove a vehicle, then it shall forfeit the sum of three hundred (300) dollars of the cash performance deposit to the City. The franchisee shall replenish such deposit each time a portion of it is forfeited. The franchisee shall further agree to reimburse the City within thirty (30) days for any fees or expenses incurred because of the franchisee's failure(s). At the end of the period of time covered by this agreement, if the City is holding an amount of the franchisee's cash performance deposit, said amount will be returned to the franchisee within thirty (30) days after expiration of this agreement.

32. BACKGROUND CHECKS AND FINANCIAL DISCLOSURES:

Chapter 95 of the City of Hollywood Code of Ordinances requires the Hollywood Police Department to conduct a background check of all persons and firms that are being recommended for award of a franchise agreement. All persons and firms subject to the background check must pay to the City a non-refundable administrative fee of one hundred fifty (150) dollars each for the purpose of defraying the City's administrative cost of conducting the background check. Attached to this proposal is a copy of the form that will be required.

PART II: PROPOSAL SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO. RFP-4530-16-JE	**FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER TOWING SERVICE**
TO BE OPENED:	**3:00 P.M., NOVEMBER 3, 2016**
AND ADDRESSED TO:	**CITY OF HOLLYWOOD** **OFFICE OF THE CITY CLERK** **2600 HOLLYWOOD BLVD., ROOM 221** **HOLLYWOOD, FLORIDA 33020**

ONE ORIGINAL, CLEARLY IDENTIFIED, WITH SIX (6) COPIES, AND ONE (1) COMPLETE ELECTRONIC COPY (FLASH-DRIVE) OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

SUBMISSION REQUIREMENTS (CONTINUED)

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

1.1 SUBMISSION OF PROPOSALS:

- Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

- Title Page

- Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

- Table of Contents

- Clearly identify the material by section and page number.

- Letter of Transmittal

- Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number of communications regarding the Proposal must be shown.

- Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

1.2 PROPOSAL RESPONSE:

Proposers must respond to the following issues in depth in their proposal response:

- Facilities: Location, storage capabilities, documentation that they have control of property being proposed, or will have within thirty (30) days if awarded franchise.

- Equipment: Complete listing of equipment: indicate type, year, manufacturer and capability of vehicle(s) to provide the services required. Also indicate ownership.

- References: Provide a list and description of similar contracts satisfactorily performed within the past three (3) years. For each contract listed, include the name and telephone number of a representative for whom the contract was undertaken who can verify satisfactory performance.

- Proposer's Identification: State if proposer is an individual firm, partnership or corporation, and list name(s), titles, residence, and

home telephone numbers of all partners, officers and principal stockholders (principal stockholders is defined as a holder of more than ten (10) percent of the outstanding issued stock).

. Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposal and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "PROPOSAL FOR FRANCHISE AGREEMENT FOR CITY-WIDE WRECKER TOWING SERVICE, THE CITY OF HOLLYWOOD, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Procurement Division for the premature opening of a Proposal not properly addressed and identified.

2. INSURANCE REQUIREMENTS:

The franchisee shall be responsible for his/her performance and every part thereof, and all material, tools, appliances and property of every description, used in connection therewith. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the franchise or in connection with the performance thereof.

Franchisee further certifies that it will meet all insurance requirements of the City of Hollywood as prescribed by the City's Risk Manager and agrees to produce valid, timely certificates of coverage.

Insurance coverage, as required in these specifications, shall be in force throughout the franchise agreement. Should the franchisee fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the agreement, the City shall have the right to consider the franchise breached and justifying the termination thereof.

Compliance by the franchisee and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the franchisee and all subcontractors of their liabilities and obligations under this heading or under any other section or provision of this franchise agreement for wrecker service.

a. Worker's Compensation:

The franchisee must comply with worker's compensation laws of the state of Florida and maintain Worker's Compensation and Employer's Liability coverage of not less than:

$ 500,000.00 Bodily Injury by Accident

$ 500,000.00 Bodily Injury by Disease, policy limits

$ 500,000.00 Bodily Injury by Disease, each employee

b. Automobile Liability:

The Franchisee is required to possess Business Automobile coverage providing liability insurance for all owned, leased and borrowed vehicles.

The minimum limits acceptable shall be:

$1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000.00 per Person

$1,000,000.00 per Occurrence

$ 100,000.00 Property Damage

c. General Liability:

The Franchisee is required to purchase and maintain General Liability Insurance throughout the life of the contract. Coverage should include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Each Occurrence

The minimum limits acceptable shall be:

$ 500,000.00 Combined Single Limit (CSL)

d. Garage Keeper's Legal Liability:

The Franchisee is required to purchase and maintain a Garage Policy to include Garage Keepers' Legal Liability which shall extend to all vehicles in the care, custody, or control of the Contractor. Coverage should include as a minimum:

$250,000.00 Garage Keepers' Legal Liability

The City of Hollywood shall not be liable for the payments for any premiums or assessments on any policies on which it is named.

The Franchisee shall provide the City's Risk Manager with at least thirty (30) days written notice of cancellation, non-renewal or material change of the required insurance coverage.

The Franchisee shall name the City of Hollywood as an additional insured on all policies, except worker's compensation.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

3. General Information and Schedule

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Contract Compliance Officer, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

RFP Schedule

REQUEST FOR PROPOSALS ISSUED:	WEDNESDAY, OCTOBER 12, 2016
QUESTIONS DEADLINE:	THURSDAY, OCTOBER 27, 2016
PROPOSAL DUE DATE-PRIOR TO 3:00P.M.:	THURSDAY, NOVEMBER 3, 2016

OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

   Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.

5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.

6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.

7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting

Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

8. Vendors conducting business with the City of Hollywood whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit http://sunbiz.org/ to register your company or for further question regarding registration.

9. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

4. EVALUATION CRITERIA:

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

1.	Proposer's Facilities and a listing of Equipment that can be used for this Effort within the Geographic Boundaries	0-25 points
2.	Proposer's Experience in Towing Business, with Established and Satisfactory Record of Performance Within the Past (5) Years	0-25 points
3.	Proposer's Previous Towing Experience with City	0-20 points
4.	Franchise Fee to be Paid to the City	0-30 points
	MAXIMUM TECHNICAL POINTS	**100**
5.	Local Preference	5 points
	MAXIMUM TOTAL POINTS	105 points

5. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and maybe short listed if necessary to develop a list consisting of the firms receiving the highest point ratings. The committee may conduct discussions with proposer on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing proposers. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Scott Stringham PRES. Scott Stringham PRES.

SIGNATURE PRINTED NAME

EMS Towing inc. 11-1-16

COMPANY OF NAME DATE

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

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Broward, being first duly sworn, deposes and says that:

(1) He/she is Scott Stringham of EMS Towing Inc, the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder 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, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

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

(SIGNED) Scott Stringham Pres.
Title

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

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

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

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

1. This form statement is submitted to City of Hollywood.
by Scott Stringham for EMS towing inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 977 NW 19th AVE
and if applicable its Federal Employer Identification Number (FEIN) is 65-[illegible] If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

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

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

City of Hollywood, Florida
Issue Date Solicitation #RFP-4530-16-JE

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

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

Scott B Strong
(Signature)

Sworn to and subscribed before me this 2 day of November, 2016.

Personally known ✓

Or produced identification _____ Notary Public-State of FLORIDA

_____ my commission expires 12/06/17
(Type of identification)

Nancy Niblock
(Printed, typed or stamped commissioned name of notary public)

NANCY NIBLOCK
MY COMMISSION # FF 068899
EXPIRES: December 6, 2017
Bonded Thru Notary Public Underwriters

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

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

EMS Towing inc.
977 NW 19th AVE
Ft. Lauderdale FL. 33311

Application Number and/or Project Name:

RFP-4530-16-JE CITY-WIDE Wrecker AND Towing Services

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Scott Stringham PRES.

Signature: Scott T Stringham PRES. Date: 11-1-16

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

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

DRUG-FREE WORKPLACE PROGRAM

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

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

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

Scott Stringham Scott Stringham

VENDOR'S SIGNATURE PRINTED NAME

EMS Towing inc.

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

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

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

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

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

Scott Stringham
SIGNATURE PRINTED NAME

EMS Towing Inc. President
NAME OF COMPANY TITLE

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

Issue Date

City of Hollywood, Florida
Solicitation #RFP-4530-16-JE

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: EMS Towing

Firm giving Reference: Star Cleaning USA

Address: 6941 SW [redacted] 196 Ave Pembroke Pines Fl 33332

Phone: 305 218-0427

Fax: 954 434 6467

Email: Star Cleaning USA80@Gmail.com

1. Q: What was the dollar value of the contract?
   A: 5
2. Have there been any change orders, and if so, how many?
   A: NO
3. Q: Did they perform on a timely basis as required by the agreement?
   A: Yes
4. Q: Was the project manager easy to get in contact with?
   A: Yes
5. Q: Would you use them again?
   A: always
6. Q: Overall, what would you rate their performance? (Scale from 1-5)
   A: ☒5 *Excellent* ☐4 *Good* ☐3 *Fair* ☐2 *Poor* ☐1 *Unacceptable*
7. Q: Is there anything else we should know, that we have not asked?
   A: Star Cleaning does Street sweeping in all Highways State of Flo

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Daniel Gonzalez Title Quality Control Manager

Signature: [signature] Date: 11-2-16